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

Wednesday, May 20, 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. PASTOR WILLIE YOUNG JR. FROM SOLID ROCK BAPTIST CHURCH

CLOSED SESSION (Items 2-5)

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 Los Angeles County, 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 340 E. 192nd Street, Carson, CA 90746, APN# 7339-017-917; and 419 E. 192nd Street, Carson, CA 90746; APN #'s 7338-022-900, and 7339-017-902. The City's real property negotiator will seek direction from the City Council regarding price and terms of payment for the property.

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Yaneta Lacey v. City of Carson, et al., County of Los Angeles Superior Court Case No. 24CMCV01469.

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

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 2 case(s).

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) (Item 6)

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

PRESENTATIONS (Items 7-13)

7. REMINDER OF THE CITY COUNCIL MEETING DATE CHANGE FROM JUNE 2 TO JUNE 3 DUE TO THE ELECTION

8. PROCLAMATION RECOGNIZING NATIONAL NURSES MONTH/ DAY

9. PROCLAMATION RECOGNIZING ASIAN-AMERICAN & PACIFIC ISLANDER HERITAGE MONTH

10. CERTIFICATE RECOGNIZING MICHELE WILSON AS MAYOR FOR THE DAY

11. PROCLAMATION RECOGNIZING OUTSTANDING SCHOOL VOLUNTEERS

12. PUBLIC SAFETY UPDATE ON 2026 FIREWORKS ENFORCEMENT OPERATIONS

13. UPDATE ON THE SOCCER GAME PUBLIC VIEWING AT THE CARSON EVENT CENTER ON JUNE 12, 2026

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 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MAY 5, 2026 (REGULAR)
RECOMMENDED ACTION
— 1. APPROVE the minutes as listed.

CONSENT (Items 15-35)

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.

15. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD APRIL 1, 2026 THROUGH APRIL 30, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

16. CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD APRIL 1, 2026 THROUGH APRIL 30, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

17. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD APRIL 1, 2026, THROUGH APRIL 30, 2026 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

18. CONSIDER A REPORT ON ALL INTRADEPARTMENTAL BUDGET TRANSFERS APPROVED UNDER THE CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF APRIL 2026 PER ORDINANCE 24-2401 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RECEIVE and FILE the report.

19. CONSIDER ADOPTING RESOLUTION NO. 26-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,332,824.58, DEMAND CHECK NUMBERS 184793 THROUGH 185035 FOR GENERAL DEMAND (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-055, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,332,824.58, DEMAND CHECK NUMBERS 184793 THROUGH 185035 FOR GENERAL DEMAND."

20. CONSIDER ADOPTING RESOLUTION NO. 26-06-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,657.27, DEMAND CHECK NUMBERS HA-002115 THROUGH HA-002119 (HOUSING AUTHORITY)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-06-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,657.27, DEMAND CHECK NUMBERS HA-002115 THROUGH HA-002119".

21. CONSIDER ADOPTING RESOLUTION NO. 26-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $10,387.37, DEMAND CHECK NUMBERS A-001991 THROUGH SA-001997 (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution NO. 26-06-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $10,387.37, DEMAND CHECK NUMBERS SA-001991 THROUGH SA-001997".

22. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN VERONICA ALVAREZ AND CITY OF CARSON (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiff Veronica Alvarez and City of Carson;
— 2. AUTHORIZE the Mayor to execute the Agreement.

23. CONSIDER APPROVAL OF A 5-YEAR CONTRACT WITH FRESHWORKS INC., FOR AN IT SERVICE MANAGEMENT (ITSM) SOFTWARE TO SUPPORT IT INCIDENT MANAGEMENT, SERVICE REQUESTS, AND WORKFLOW MANAGEMENT (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE a contract with FreshWorks Inc., for an IT Service Management software to support IT Incident Management, Service Requests, and Workflow Management, for a total contract amount not to exceed $133,652 for a term of 5 years; and
— 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

24. CONSIDER APPROVAL OF CHANGE ORDER NO. 1 FOR RING CENTRAL UNIFIED COMMUNICATION SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT MASTER SERVICES AGREEMENT WITH RINGCENTRAL, INC.

RECOMMENDED ACTION

— 1. APPROVE a Change Order No. 1 with RingCentral, Inc. for Ring Central unified communication software licenses, including software maintenance, and software support in the amount of $74,933.60 and a total contract amount not to exceed $313,889.00, for a term ending upon expiration of the original contract's five (5) year term; and,

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

25. CONSIDER APPROVING AN IMPLEMENTING AGREEMENT WITH THE CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS SCHOOL OF NURSING TO ALLOW FACULTY-SUPERVISED NURSING STUDENTS TO PROVIDE FREE NURSING SERVICES TO COMMUNITY MEMBERS AT THE CARSON EVENT CENTER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Implementing Agreement with the California State University, Dominguez Hills School of Nursing to allow faculty-supervised nursing students to provide free nursing and wellness services to community members at the Carson Event Center (Exhibit No. 4, “Agreement”); and,

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

26. CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO DALE COOPER LLC DBA SAFE SLIDE RESTORATION TO PROVIDE WATER SLIDE RESTORATION, INSPECTION, AND MAINTENANCE SERVICES FOR THE DOMINGUEZ AND HEMINGWAY AQUATIC CENTERS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Public Works Agreement to Dale Cooper LLC dba Safe Slide Restoration to perform comprehensive restoration and resurfacing services for the water slides located at the Dominguez and Hemingway Aquatic Centers in an amount not-to-exceed $145,589, and to provide annual maintenance and inspection services for those facilities over a five-year term in an amount not-to-exceed $139,475, for a total not-to-exceed contract amount of $285,064 (Exhibit No. 2, “Agreement”); and,

— 2. AUTHORIZE the Mayor to execute the Agreement with Dale Cooper LLC dba Safe Slide Restoration following approval as to form by the City Attorney.

27. CONSIDER APPROVAL OF A SERVICE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY (SOCALGAS) FOR A NATURAL GAS SERVICE LINE EXTENSION AND GAS METER UPGRADES AT THE CITY’S CORPORATE YARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Service Agreement with Southern California Gas Company (SoCalGas) for installation of a natural gas service line extension and upgrade of the existing gas meter at the City’s Corporate Yard in an amount not-to-exceed $5,550.96; and,

— 2. AUTHORIZE the City Manager to execute the Agreement, in a form approved by the City Attorney.

28. CONSIDER APPROVAL OF A HAZARDOUS WASTE REMOVAL SERVICES AGREEMENT WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR CITYWIDE HAZARDOUS WASTE COLLECTION, REMOVAL, AND DISPOSAL SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. REAFFIRM the waiver of the formal bidding process pursuant to the piggybacking provisions of the Carson Municipal Code, as authorized under Article 2, Chapter 6, Section 2611(f); and,

— 2. APPROVE a Hazardous Waste Removal Services Agreement with Ocean Blue Environmental Services, Inc. for the provision of on-call emergency hazardous waste response services and scheduled citywide hazardous waste collection services, for a five-year term and a total contract amount not-to-exceed $375,000 (Exhibit No. 1); and,

— 3. AUTHORIZE the Mayor to execute the Agreement with Ocean Blue Environmental Services, Inc. following approval as to form by the City Attorney.

29. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC TO PROVIDE GRAFFITI ABATEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Graffiti Protective Coatings, Inc. for continued citywide graffiti abatement services, increasing the contract amount by $129,600 for a new total not-to-exceed contract amount of $388,800 and extending the agreement term by one additional year; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 2 to the Agreement with Graffiti Protective Coatings, Inc. following approval as to form by the City Attorney.

30. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADL PLANNING, INC. FOR PROJECT NO. 1726: COMMUNITY CENTER COURTYARD AND EAST PARKING LOT IMPROVEMENTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Professional Services Agreement with ADL Planning, Inc. in the amount of $10,017.50 for additional design coordination and construction support services associated with Project No. 1726: Community Center Courtyard and East Parking Lot Improvements, and extend the agreement term by an additional 370 calendar days through November 1, 2026; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to the Professional Services Agreement with ADL Planning, Inc. following approval as to form by the City Attorney.

31. CONSIDER ADOPTION OF RESOLUTION 26-050, APPROVING MEASURE M FUNDING AGREEMENT AMENDMENTS NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1452: BIKE LANE INSTALLATION AND MEDIAN MODIFICATIONS ON FIGUEROA STREET, MAIN STREET, 223RD STREET, AND AVALON BOULEVARD, LACMTA PROJECT # MM4601.09, FTIP #LA9919326 AND LACMTA PROJECT # MM4601.10, FTIP #LA9919335 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution 26-050, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING FUNDING AGREEMENT AMENDMENTS NO.1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1452: BIKE LANE INSTALLATION AND MEDIAN MODIFICATIONS ON FIGUEROA STREET, MAIN STREET, 223RD STREET, AND AVALON BOULEVARD, LACMTA PROJECT # MM4601.09, FTIP #LA9919326 AND LACMTA PROJECT # MM4601.10, FTIP #LA9919335", increasing Measure M funds by a total of $6,813,862 (Exhibit No. 6); and,

— 2. AUTHORIZE the Mayor to execute Amendments No. 1 to Funding Agreements #MM4601.09 and #MM4601.10 following approval as to form by the City Attorney, for the construction of bike lanes and median modifications as part of Project No. 1452.

32. CONSIDER AN AWARD OF A PUBLIC WORKS AGREEMENT TO CROSSTOWN ELECTRICAL AND DATA, INC. FOR PROJECT NO. 1784: TRAFFIC SIGNAL MODIFICATION (CENTRAL AVENUE & UNIVERSITY DRIVE) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Public Works Agreement for Project No. 1784: Traffic Signal Modification (Central Avenue & University Drive) in the amount of $667,241.00 to the lowest responsive and responsible bidder, Crosstown Electrical & Data, Inc. (Exhibit No. 3); and,

— 2. AUTHORIZE the Mayor to execute a Public Works Agreement following approval as to form by the City Attorney; and,

— 3. AUTHORIZE a 10% construction contingency of $66,724.10 to address any unforeseen construction conditions that may arise.

33. CONSIDER ADOPTION OF RESOLUTION 26-029, APPROVING MEASURE R FUNDING AGREEMENT AMENDMENT NO. 2 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1780: VICTORIA TRANSIT CENTER, LACMTA PROJECT # MR524.02, FTIP #LA9919119 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution 26-029, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT", increasing Measure R funds by $7,952,000 (Exhibit No. 5); and,

— 2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 2 following approval as to form by the City Attorney, for the design and construction of the transit center as part of Project No. 1780.

34. CONSIDER A FINDING OF CATEGORICAL EXEMPTION FOR PROJECT NO. 1534 ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE (CITYWIDE COMMUNITY SAFETY IMPROVEMENTS), PURSUANT TO SECTION 15301 AND 15304 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES AND FILING A “NOTICE OF EXEMPTION” WITH THE OFFICE OF THE LOS ANGELES COUNTY CLERK (CITY COUNCIL)
RECOMMENDED ACTION

— 1. MAKE a finding that Project No. 1534: Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements) is exempt from environmental review as a categorical exemption pursuant to Section 15301(c) and Section 15304(h) of the California Environmental Quality Act guidelines; and,

— 2. AUTHORIZE staff to file a “Notice of Exemption” with the office of the Los Angeles County Clerk for Project No. 1534: Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements).

35. CONSIDER ADOPTION OF RESOLUTION 26-054, 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, TO CORRECT THE PROJECT ACCOUNT BUDGET FOR PW1667 - UPGRADE EXISTING TRAFFIC SIGNAL - AVALON BOULEVARD AT GARDENA BOULEVARD (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-054, "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", to correct the project account for PW1667 - Upgrade Existing Traffic Signal – Avalon Boulevard at Gardena Boulevard.

SPECIAL ORDERS OF THE DAY (Item 36)

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.

36. PUBLIC HEARING TO CONSIDER (1) ADOPTION OF RESOLUTION 26-056, REVERSING THE PLANNING COMMISSION'S DECISION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW (DOR) NO. 1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, FINDING A CEQA EXEMPTION, AND CONDITIONALLY APPROVING DOR NO. 1935-23 AND CUP NO. 1128-23, AND (2) INTRODUCTION AND FIRST READING OF ORDINANCE NO. 26-2608, APPROVING DEVELOPMENT AGREEMENT (DA) NO. 33-23 BETWEEN THE CITY OF CARSON AND VESI 27, LLC, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009) (CITY COUNCIL).
RECOMMENDED ACTION

— 1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing; and,

— 2. ADOPT Resolution No. 26-056, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REVERSING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2)(d), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE (APN 7339-014-009);" and,

— 3. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, of Ordinance No. 26-2608, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA: (1) FINDING A CEQA EXEMPTION WITH RESPECT TO APPROVAL OF DEVELOPMENT AGREEMENT NO. 33-23; AND (2) APPROVING DEVELOPMENT AGREEMENT NO. 33-23 BETWEEN THE CITY OF CARSON AND VESI 27, LLC FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) PROJECT LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009; and

— 4. DIRECT the City Manager or designee to prepare a summary of Ordinance No. 26-2608 for publication in accordance with Charter Section 314.

DISCUSSION (Items 37-38)

37. FISCAL YEAR 2026-2027 BUDGET WORKSHOP NO. 2: CAPITAL IMPROVEMENT PROGRAM (CIP) (CITY COUNCIL)
RECOMMENDED ACTION

— 1. CONDUCT a Budget Workshop to review and discuss the proposed Fiscal Year 2026-2027 Capital Improvement Program (CIP) Five-Year Plan; and,

— 2. PROVIDE direction to staff regarding the projects, funding priorities, and proposed improvements to be included in the Fiscal Year 2026-2027 Budget document.

38. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;
— 3. CONSIDER and APPOINT members to City Affiliated Organizations;
— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ORDINANCE SECOND READING

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: May 14, 2026

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Wednesday, May 20, 2026, 5:00 PM

APPROVAL OF MINUTES 14.

To: City Council, Successor Agency, and Housing Authority

From: Joy Simarago, Deputy City Clerk CCO Administration

Subject: APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MAY 5, 2026 (REGULAR)

I. SUMMARY

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

- Tuesday, May 5, 2026 (Regular)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, May 5, 2026 (Regular)

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

Attachments

Minutes - CC Reg Mtg 05-05-26.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, MAY 5, 2026, 5:00 P.M.

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

The meeting was called to order at 5:04 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

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

Council Member/Agency Member/Authority Board Member Jim Dear

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

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency

Services; William Jefferson, Director of Finance; 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, Dr. Hilton led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR HAROLD MITCHELL FROM EMMANUEL ST. REST BAPTIST CHURCH

Pastor Harold Mitchell gave the invocation.

CLOSED SESSION (Items 2-3)

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 three cases.

ACTION: No reportable action was taken in all three cases.

2A. ADDED SUBSEQUENT NEED ITEM - CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

-- 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 two cases.

ACTION: No reportable action was taken in one case. In the other case, City Council authorized the filing of a complaint which will be available when ready.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 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.

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 and requested to add two subsequent need Closed Session items under Potential Litigation.

Motion to approve adding two subsequent need items under Potential Litigation submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dear resulting in 5-0-0-0-0

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

The meeting was recessed at 5:09 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

3. CONFERENCE WITH LABOR NEGOTIATOR (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 7:13 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. except Mayor/Agency Chairman/Authority Chairman Davis-Holmes absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

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

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:14 P.M.)

INTRODUCTIONS (MAYOR) (Items 4-5)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 7:14 PM

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 7:18 P.M.)

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

5. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 7:19 PM

Assistant Chief Kane gave a Public Safety Report.

PRESENTATIONS (Items 6-13)

6. PROCLAMATION RECOGNIZING MAY AS "FIRE PREVENTION MONTH"

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the proclamation recognizing May as "Fire Prevention Month" to Assistant Chief Kane and his team who offered comments and words of gratitude.

7. INTRODUCTION AND UPDATE FROM GENERAL MANAGER ADAM DUVENDECK FROM ANSCHUTZ ENTERTAINMENT GROUP / DIGNITY HEALTH SPORTS PARK

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced General Manager Adam Duvendeck from Anschutz Entertainment Group / Dignity Health Sports Park who gave an update and offered words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked him for allowing the City of Carson to host a Free Drone Show on July 4, 2026 at the Dignity Health Sports Park. She introduced Tamala Lewis, Senior Director of Community Affairs, who offered comments.

8. PROCLAMATION RECOGNIZING THE 2026 PUBLIC WORKS WEEK: MAY 17-23, 2026

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation recognizing the 2026 Public Works Week: May 17-23, 2026 to Director, Dr. Rodgers, Jr. and his team. He presented a certificate to Director, Dr. Rodgers, Jr. from Assemblyman Mike Gipson as well. Director, Dr. Rodgers, Jr. offered comments and words of gratitude.

9. CHILD CARE PROVIDERS RECOGNITION

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the proclamation recognizing Child Care Providers to Ms. Garcia who offered comments and words of gratitude.

10. PROCLAMATION RECOGNIZING CALFRESH AWARENESS MONTH

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation recognizing Calfresh Awareness Month to James Boden, Department of Social Services, who offered comments and words of gratitude.

11. PROCLAMATION RECOGNIZING SMALL BUSINESS WEEK

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the proclamation recognizing Small Business Week to Monique Fisher, owner of Contented Nair Parlor. She offered comments and words to gratitude.

12. PROCLAMATION RECOGNIZING TEACHER'S APPRECIATION WEEK

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the proclamation recognizing Teacher's Appreciation Week to To Meni who offered comments and words of gratitude.

13. PROCLAMATION RECOGNIZING MUNICIPAL CITY CLERKS WEEK

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation recognizing Municipal City Clerks Week to City Clerk, Dr. Bradshaw who offered comments and words of gratitude.

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

None.

APPROVAL OF MINUTES (Item 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - APRIL 21, 2026 (REGULAR)- 9:32 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

Item No. 14 was heard after Item No. 32.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. referred to the April 21, 2026 minutes section Oral Communications (Council Members) on his comments to correct golf park to dog park. City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted the correction.

Motion to Approve as amended submitted by Mayor Pro Tempore Cedric Hicks, Sr. seconded by Council Member, Dr. Jawane Hilton resulting in 5-0-0-0-0

CONSENT (Items 15-31)

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

15. CONSIDER ADOPTING RESOLUTION NO. 26-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-051, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS. "

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER APPROVAL OF INCREASED FISCAL YEAR SPENDING AUTHORITY WITH THE HOME DEPOT IN AN AMOUNT NOT-TO-EXCEED $450,000 AND WITH AMAZON BUSINESS IN AN AMOUNT NOT-TO-EXCEED $400,000 FOR VARIOUS MATERIALS AND SUPPLIES UTILIZING COOPERATIVE PURCHASING PURSUANT TO CMC SECTION 2611(G) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE the formal bidding procedures pursuant to CMC Section 2610, as allowed by CMC Section 2611(g) (Cooperative Purchasing).
— 2. AUTHORIZE the City to make purchases from The Home Depot for maintenance, repair, and operating supplies under OMNIA Partners Contract No. 16154 in a cumulative amount not to exceed $450,000 per fiscal year, representing an increase of $50,000 per fiscal year from the previously approved limit of $400,000.
— 3. AUTHORIZE the City to make purchases from Amazon Business for various materials and supplies under OMNIA Partners cooperative agreements in a cumulative amount not to exceed $400,000 per fiscal year representing an increase of $100,000 per fiscal year from the previously approved limit of $300,000.
— 4. AUTHORIZE Staff to issue purchase orders as necessary to implement the authorized cooperative purchasing in accordance with City Municipal Code Section 2605.

ACTION: Item No. 16 was approved on Consent.

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

RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

ACTION: Item No. 17 was approved on Consent.

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

RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO SENATE BILL 1361 (DURAZO) AND ASSEMBLY BILL 2576 (HARABEDIAN) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. TAKE a position of SUPPORT IF AMENDED to Senate Bill 1361 (Durazo) and Assembly Bill 2576 (Harabedian) and DIRECT staff to transmit corresponding letters.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO ASSEMBLY BILL 2741 (MURATSUCHI) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. TAKE a position of SUPPORT IF AMENDED to Assembly Bill 2741 (Muratsuchi) and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER RESOLUTION 26-049 PROCLAIMING MAY AS FIRE PREVENTION MONTH IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE PARTICIPATION IN FIRE SAFETY AWARENESS AND PREVENTION ACTIVITIES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-049, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING MAY 2026 AS FIRE PREVENTION MONTH AND ESTABLISHING A CITYWIDE FIRE PREVENTION EDUCATION INITIATIVE".

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. (CONTRACT NO. C-22-070), EXERCISING THE SECOND OPTIONAL ONE-YEAR EXTENSION FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 (CITY COUNCIL)- 9:33 PM

RECOMMENDED ACTION
— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Alliant Insurance Services, Inc.; and
— 2. AUTHORIZE the Mayor to execute Amendment No. 2 following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER A CONTRACT SERVICES AGREEMENT WITH HAWKE MEDIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF A PLACE-MAKING, IDENTITY, AND INTEGRATED MARKETING STRATEGY (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPROVE a Contract Services Agreement with Hawke Media for the development and implementation of a citywide communications plan in an amount not to exceed $79,500; and
— 2. AUTHORIZE the Mayor to execute the agreement and any related documents, subject to approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

24. ANNUAL REPORT - REGISTERED LOBBYISTS (CITY COUNCIL)- 9:33 PM

RECOMMENDED ACTION
— 1. RECEIVE and FILE the report.

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER AWARDING A PUBLIC CONSTRUCTION, MAINTENANCE AND SERVICES AGREEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC FOR CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. AWARD a contract to Johnson Controls Building Solutions, LLC for de-installation and installation of equipment followed by five-years of services to provide citywide intrusion detection and alarm monitoring services, for a not-to-exceed total contract sum of $404,449.10; and,
— 2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER ADOPTION OF RESOLUTION NO. 26-048 FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-048, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE

FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON."

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER APPOINTMENT A PUBLIC FINANCING AUTHORITY MEMBER FOR THE CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPOINT Mr. Adam Duvendeck as a public member to the Carson Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA).

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH MOUR GROUP FOR FACADE IMPROVEMENT PROGRAM DESIGN & ARCHITECTURAL SERVICES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. CONSIDER approval of Amendment No.1 for Mour Group Engineering + Design, Inc. to add $500,000 for the Commercial Façade Improvement Program; and,
— 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH NEWMARK OF SOUTHERN CALIFORNIA, INC., TO CONTINUE PROVIDING REAL ESTATE BROKERAGE SERVICES AND INCREASING THE TOTAL CONTRACT SUM TO $173,500 FOR ONE ADDITIONAL YEAR (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Newmark of Southern California, Inc., to continue providing real estate brokerage services and increasing the the total contract sum to $173,500, for one additional year; and,
— 2. AUTHORIZE the mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

ACTION: Item No. 29 was approved on Consent.

30. CONSIDER ADOPTION OF RESOLUTION NO. 26-044, A RESOLUTION REVISING COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GUIDELINES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-044, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, AMENDING THE GUIDELINES TO THE CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM"

ACTION: Item No. 30 was approved on Consent.

31. CONSIDER APPROVAL OF A PURCHASE ORDER WITH SHAW INDUSTRIES, INC. FOR FLOORING MATERIALS AND SUPPLIES FOR THE CARSON EVENT CENTER (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPROVE a Purchase Order with Shaw Industries Inc., for flooring materials and supplies for a total not-to-exceed amount of $129,309.59 (Exhibit 1); utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #2020002144 for purposes of compliance with the bidding requirements of the purchasing ordinance.

ACTION: Item No. 31 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Items 32-33)

32. CONSIDER APPEAL OF PLANNING COMMISSION DECISION TO DENY DESIGN OVERLAY REVIEW NO.1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND THE PLANNING COMMISSION'S RECOMMENDATION TO THE CITY COUNCIL REGARDING DENIAL OF DEVELOPMENT AGREEMENT (DA) NO. 33-23, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing; and EITHER
— 2. WAIVE further reading and ADOPT Resolution No. 26-047, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AFFIRMING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2) (a), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND DENYING, AS RECOMMENDED BY THE PLANNING COMMISSION, DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009" (Recommended Action); OR
— 3. DIRECT staff to bring back a proposed resolution at the May 20, 2026 City Council meeting

to modify the Planning Commission decision in accordance with Council direction provided at or upon the conclusion of the appeal hearing, and based on appropriate supporting written findings as discussed or considered at the appeal hearing; OR
— 4. REFER the matter back to the Planning Commission with specific instructions for further consideration; OR
— 5. DIRECT staff to bring back a proposed resolution on May 20, 2026, to reverse the Planning Commission's decision and approve the project, supported by appropriate written findings and conditions of approval.

Item No. 32 was heard after the City Attorney's Report of continued Closed Session item.

Planning Manager McKina Alexander gave a PowerPoint presentation.

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.

The following individuals spoke in support of the proposed development of a battery energy storage system facility:

Tommy Fa'avae

Pete Marsh

Steve Gancherou

Christie Caric

Loren Miles - spoke in opposition of the proposed development of a battery energy storage system facility

Michael Stewart

Salvador George

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting.)

Toirod Hobson

Gerald Durant - commented on safety

Sandra Trujillo

Raymond Robertson

Jesus Martinez

Robert Lesley - commented on health and safety

Corey Crockerham

Alex Perez

Wendy Sanchez

Dianne Thomas - spoke in opposition of the proposed development of a battery energy storage system facility

Jerzon Lopez

Stefan Merli

Chelsea Sykes

Jonah Henry

Speaker submitted a letter from Darryn Everage in support of the proposed development of a battery energy storage system facility to the City Clerk and spoke in support as well

Vernon Clap

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

Council Member/Agency Member/Authority Board Member Dear asked if there was anything about the project that violates any written doctrine of the City of Carson. Planning Manager McKina Alexander responded to his question.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting.)

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked if the item is not approved, is there a possibility that this project can move forward with the State and if it meets the BTU standards to bypass the city. Planning Manager McKina Alexander responded to his question.

Council Member/Agency Member/Authority Board Member Rojas asked about the State requirements, if any, for the proximity of these projects to a resident, any living breathing body and asked if the project was approved by the Fire Marshal. Planning Manager McKina Alexander responded to her questions.

Motion submitted by Council Member Rojas seconded by Council Member, Dr. Hilton as follows:

- **Reverse the Planning Commission's decision to deny;**
- **Approve the requested Site Plan Design Review and Conditional Use Permit;**

- **Approve the Development Agreement to adopt the California Environmental Quality Act (CEQA) exemption consistent with the attached previous resolution that was provided on March 10, 2026 that was given to the Planning Commission consistent with that report outlining a resolution of the City Council of the City of Carson finding a CEQA exemption approving Site Plan and Design Review No. 1935-23 and Conditional Use Permit No. 1128-23 that the City Council adopt and approve the Development Agreement No. 33-23 for the proposed battery energy storage system (BESS) facility located at 18800 Broadway Avenue APN 7339-014-009;**
- **Direct staff to meet with the applicant to discuss additional Community Benefits Agreement and to prepare a resolution by May 20, 2026;**
- **Add the following conditions that were in the original report:**
- **In regard to approval 19c and 71b increase the height of the CMU block wall from 10 feet to 13 feet for additional safety precautions;**
- **Add condition number 19g which should read as follows: Following issuance of the final Certificate of Occupancy, developer should conduct an annual safety meeting to be held at a public location within the city which shall be conducted in coordination with the Los Angeles County Fire Department and the Los Angeles County Sheriff Department; notice of the annual safety meeting shall be provided at least ten days before the meeting mailing to all owners and occupants within 2,500 feet of the project; in addition to the annual safety meeting, developer should hold two safety meetings to be held at least 30 days apart prior to the project becoming operational; notice for the two safety meetings shall be provided in the same manner as for the annual safety meeting which covers items such as alarm testing protocols, evacuation routes, and general battery storage safety information; add prior to issuance of the final Certificate of Occupancy, developer shall prepare a written evacuation plan to be reviewed by the Los Angeles County Fire Department and the Sheriff Department; the evacuation plan shall identify primary and secondary evacuation routes, staging and assembly areas, traffic control measures, and communication protocols with emergency responders; this evacuation plan shall be shared with all attendees during each annual safety meeting; and condition number 19 add following the issuance of the first permit, developer shall establish and maintain a telephone hotline through which members of the public may obtain information about the project and may report concerns, complaints or safety related issues; the project hotline shall be available and monitored on a 24/7, 365 days a year; the safety measure should be paid by the applicant;**
- **Direct staff to add new section 3.4 to the Development Agreement (which should include a point of sale) entitled Community Benefits whereas Section 3.4 will state that the developer agrees to provide the following community benefits prior to issuance of any building permits for the project and such payment is a condition precedent to such permit issuance; Section 3.4 - $40,000 to be used for paid summer internship with company's intern renewable energy battery technology zero emission and technology and electric energy storage and battery management system for high school students for the schools in the City of Carson; Towne Avenue Elementary School**

a one time payment to either the Los Angeles Unified School District (LAUSD) or directly to Towne Avenue Elementary School in the amount of $25,000 to be used for community gardens and/or environmental related educational programs at Towne Avenue Elementary School; another one time fee for the City of Carson's Department of Recreation and Parks in the amount of $35,000 to be used for youth sports programs such as soccer, baseball, softball, and boxing; and

- **Direct staff to meet with the developers to get additional community benefits projects**

City/Agency/Authority Attorney Soltani clarified the motion for staff to bring back a resolution to adopt the Development Agreement. She noted an ordinance needs to be brought back to introduce a Development Agreement. Specific requests have been made and would like staff to explore other issues that staff has recommended during the two week period with respect to the Development Agreement which Council Member Rojas affirmed. City/Agency/Authority Attorney Soltani noted that she and staff will explore the issues with the applicant.

Council Member/Agency Member/Authority Board Member, Dr. Hilton also clarified the motion to include the Point of Sale which Council Member Rojas affirmed.

City/Agency/Authority Attorney Soltani clarified further that staff will negotiate and put in the Development Agreement the Point of Sale will be the City of Carson which Council Member Rojas affirmed.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked the applicant if he was in agreement with the requests that were stated this evening.

Edgar Khalatian responded on behalf of the applicant that they are agreeable to all the conditions presented this evening.

Council Member/Agency Member/Authority Board Member Dear offered comments in support of the project.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes expressed concern of the safety of the residents.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked the applicant information about the potential risks of exposure to hydrogen fluoride, carbon monoxide, volatile organic compounds, or fine particle matters.

Christian Ing, Senior Fire Protection Engineer with Fire & Risk Alliance, responded to his question.

City/Agency/Authority Attorney Soltani noted the item will come back on May 20, 2026 to properly adopt the resolutions, ordinances, and finalize the Development Agreement based on the terms discussed and other issues that staff will need to address.

Vote resulting in 3-2-0-0-0 Opposed by Mayor Davis-Holmes and Mayor Pro Tempore Hicks, Sr.

33. PUBLIC HEARINGS TO CONSIDER MULTIPLE ECONOMIC DEVELOPMENT SUBSIDIES (COMMERCIAL FACADE IMPROVEMENT PROGRAM GRANT AGREEMENTS - CITY-WIDE ROUND 2 & NO MATCH EAST CARSON CORRIDOR PROJECTS) TO PROVIDE CERTAIN COMMERCIAL BUSINESSES WITH GRANT FUNDING (CITY COUNCIL)

RECOMMENDED ACTION
— 1. OPEN the public hearings; TAKE public testimony and accept any written and/or oral communication; and CLOSE the public hearings.
— 2. APPROVE the funding agreements.
— 3. AUTHORIZE the City Manager to execute all documents including the funding agreements in a form acceptable to the City Attorney.

Item No. 33 was heard after Item No. 14.

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.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting.)

Director Freeman gave a PowerPoint presentation.

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

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

DISCUSSION (Item 34)

34. FISCAL YEAR 2026-2027 BUDGET WORKSHOP NO. 1 (CITY COUNCIL)

RECOMMENDED ACTION
— 1. PROVIDE direction to staff on the creation of the draft Fiscal Year 2026-2027 Budget.

ACTION: Director Jefferson gave a PowerPoint presentation.

Revenue Manager Antonio Velasco gave a PowerPoint presentation.

Accountant Ashton Watts gave a PowerPoint presentation.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 10:11 P.M. and reentered the meeting at 10:13 P.M.)

City/Agency/Authority Treasurer Cooper stated she has been requesting reclassification of a position in her department and asked why it was not included in the draft budget. She noted there are enough funds in her budget to cover the reclassification without affecting the General Fund. Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she would discuss further with the City Manager and get back to her. City Treasurer Cooper stated she would also discuss with the City Manager.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the work hours and duties of the multimedia staff since nearing summer months to ensure taping of city special events and city photographer services. Assistant City Manager, Dr. Lennox responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the official city photographer be available when the Mayor and City Council are invited to city special events.

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested stills and reels services from the official city photographer.

Staff mentioned that until adoption, these workshops are simply budget proposals for discussion before the resolution to adopt the finalized budget.

ORDINANCE SECOND READING

None.

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

Brandy Lewin

Expressed concern of the proposed Weingart Association housing development

Alejandro Rojas

Spoke about increasing voter engagement

Sam Kim

Stated he lives in Colony Cove Mobilehome Park and reported the owner charged him $3,200 to clean up his yard and requested assistance from the city

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated Director Freeman would speak with him.

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. would like the City Council to bring back a resolution about the Weingart project.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked what are the next steps regarding the Weingart project.

City/Agency/Authority Attorney Soltani shared that the City Council directed staff to work diligently to come up with every legal option available to the city to protect the residents and to ensure there is no waste of public resources and appropriate expenditure of public resources on the project. The City Attorney's Office is reviewing everything and appropriate legal action will be taken.

Council Member/Agency Member/Authority Board Member, Dr. Hilton wished Mayor Davis-Holmes a Happy Birthday which is on May 11, 2026.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that the Dignity Health Sports Complex will be hosting the 4th of July Drone Show. She would like to ensure that the entry cost is free and that there is no cost for parking. She also would like to host a Town Hall Meeting to discuss the vote for the battery energy storage system facility decision.

Council Member/Agency Member/Authority Board Member, Dr. Hilton thanked the residents for attending the Weingart meeting last Thursday.

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

City/Agency/Authority Attorney Soltani announced the continued Closed Session item during her report.

RECESS TO CLOSED SESSION

After Item No. 13, the meeting was recessed at 7:52 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to continued Closed Session.

RECONVENE TO OPEN SESSION

The meeting was reconvened at 8:04 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

City/Agency/Authority Attorney Soltani reported the Mayor and City Council reconvened Closed Session during recess pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1) to discuss one of the items further and no reportable action was taken.

MEMORIAL ADJOURNMENTS

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

Geraldine Villalon

Dorothy Turpin

Andrew O. Rimson

Gloria McDuffey

Linda D. Lofton

Jake Lee Ross, Jr.

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

ADJOURNMENT

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

_____

Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

_____

Signature

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER CITY MANAGER AUTHORITY FOR THE PERIOD APRIL 1, 2026 THROUGH APRIL 30, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager authority as required by Section 2604 of the Carson Municipal Code for the period April 1, 2026 through April 30, 2026.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed within the period April 1, 2026 through April 30, 2026.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - April 2026 CM

Attachments

Contract Report CM - April 2026

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date	Notes
D ROBERTS	Original	26-045	THEODORE I. BENITO dba LXV ENTERPRISES, LLC	7612	CONSULTANT	2026 PID PRODUCTION SERVICES	$20,000.00	CS / P&R	3/23/2026	3/22/2027	
D ROBERTS	Amendment No. 1	24-300	CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS	6660	FOUNDATION	COMMUNITY ENGAGEMENT PLAN	$70,000.00	CD	4/6/2026	12/31/2026	
D ROBERTS	Original	26-049	SO CAL EQUIPMENT REPAIR, INC	8152	CONSULTANT	MAINTENANCE & REPAIR SERVICES	$25,000.00	PW	4/9/2026	6/30/2026	
D ROBERTS	Original	26-058	SOCAL SURFACES, INC.	8398	CONSULTANT	OUTDOOR COURT RESURFACING, VETERANS PARK	$53,400.00	CS / PM	4/13/2026	4/12/2027	5 Weeks NTP
D ROBERTS	Original	26-059	NEXUS HOLDING, LLC	1751	CONSULTANT	ON-CALL DOOR REPAIR SERVICES	$25,000.00	PW	4/16/2026	6/30/2026	
D ROBERTS	Original	26-068	JOHN D LOYOLA	7499	EVENT SERVICE PROVIDE AGREEMENT	2026 WHY I LIKE CARSON	$200.00	PIO	04/28/2026 *		
D ROBERTS	Original	26-076	FAIRBANK MASLIN MAULLIN METZ AND ASSOC	3775	CONSULTANT	2026 PRIMARY PUBLIC OPINION SURVEY SERVICES	$41,500.00	CMO	4/28/2026	4/27/2027	
D ROBERTS	Original	26-077	EVENT MEDICAL AND SAFETY, LLC	8420	CONSULTANT	EMT SERVICES	$7,529.50	CS / P&R	4/22/2026	4/21/2027	

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER A REPORT OF ALL CITY CONTRACTS APPROVED UNDER THE AUTHORITY OF DEPARTMENT DIRECTORS FOR THE PERIOD APRIL 1, 2026 THROUGH APRIL 30, 2026 PURSUANT TO CMC SECTION 2604 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new contracts and amendments procured under City Manager designee authority as required by Section 2604 of the Carson Municipal Code for the period April 1, 2026 through April 30, 2026.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

Attached as Exhibit 1 is the City Manager's Contract Report for contracts executed by approved designees within the period April 1, 2026 through April 30, 2026.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report Directors - April 2026

Attachments

Contract Report DIR - Apr.pdf

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date	Notes
M WHITTIKER	Original	26-046	LUIS GOMEZ dba FULLRANGE PRODUCTIONS	7995	EVENT SERVICE PROVIDE AGREEMENT	2026 CINCO DE MAYO	$5,750.00	CS / P&R	05/02/2026 *		
M WHITTIKER	Original	26-047	ROB ALO dba MUSIC CONNECT PRODUCTION	7927	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$1,500.00	CS / P&R	06/27/2026 *		
M WHITTIKER	Original	26-048	CHERYL L. COOLEY	8836	EVENT SERVICE PROVIDE AGREEMENT	2026 JUNETEENTH CELEBRATION	$6,000.00	CS / P&R	06/13/2026 *		
R LENNOX	Original	26-050	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 CINCO DE MAYO	$1,700.00	CM / MM	05/02/2026 *		
R LENNOX	Original	26-051	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 JUNETEENTH CELEBRATION	$4,950.00	CM / MM	06/13/2026 *		
R LENNOX	Original	26-052	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 PID EVENT	$1,700.00	CM / MM	06/06/2026 *		
M WHITTIKER	Original	26-053	LAWRENCE YOUNG	8829	EVENT SERVICE PROVIDE AGREEMENT	2026 JUNETEENTH CELEBRATION	$6,000.00	CS / P&R	06/13/2026 *		
R LENNOX	Original	26-054	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$1,700.00	CM / MM	06/27/2026 *		
M WHITTIKER	Original	26-055	JOSE VARGAS	8844	EVENT SERVICE PROVIDE AGREEMENT	2026 SR. RECREATION SPRING FLING	$600.00	CS / HS	04/17/2026 *		
M WHITTIKER	Original	26-056	CALIFORNIA YOUTH AT RISK INTERVENTION PROGRAM	8776	EVENT SERVICE PROVIDE AGREEMENT	2026 MEMORIAL DAY TRIBUTE	$250.00	CS / P&R	05/22/2026 *		
M WHITTIKER	Original	26-057	SAMUEL YANEZ	7446	EVENT SERVICE PROVIDE AGREEMENT	2026 CINCO DE MAYO	$650.00	CS / P&R	05/02/2026 *		
M WHITTIKER	Original	26-060	PATRICK VIMOTO	8831	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$350.00	CS / P&R	06/27/2026 *		
M WHITTIKER	Original	26-061	VINCENT VAIELUA	8302	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$2,500.00	CS / P&R	06/27/2026 *		
M WHITTIKER	Original	26-062	FAITH MAULUPE	8623	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$1,200.00	CS / P&R	06/27/2026 *		
M WHITTIKER	Original	26-063	BROADCAST SUPPORT INC	4297	EVENT SERVICE PROVIDE AGREEMENT	2026 MEMORIAL DAY TRIBUTE	$1,259.00	CS / P&R	05/22/2026 *		
M WHITTIKER	Original	26-064	MONIQUE R. SIMPSON	8838	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN	$3,000.00	CS / P&R	07/25/2026 *		
M WHITTIKER	Original	26-065	NEICE KNIGHT	7453	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN	$3,000.00	CS / P&R	07/25/2026 *		
M WHITTIKER	Original	26-066	NEICE KNIGHT	7453	EVENT SERVICE PROVIDE AGREEMENT	2026 JUNETEENTH CELEBRATION	$200.00	CS / P&R	06/13/2026 *		
M WHITTIKER	Original	26-067	RONAIAH TUIASOSOPO	8835	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$2,000.00	CS / P&R	06/27/2026 *		
M WHITTIKER	Original	26-069	DERRICK HUEZO	5042	EVENT SERVICE PROVIDE AGREEMENT	2026 CARSON RELAY	$1,200.00	CS / P&R	04/26/2026 *		
M WHITTIKER	Original	26-070	DAVID DESHAWN LEE JR	7962	EVENT SERVICE PROVIDE AGREEMENT	2026 JBJMO STROKE CENTER REUNION	$400.00	CS / P&R	05/11/2026 *		
M WHITTIKER	Original	26-071	INDEPENDENCE SOLUTIONS, INC.	7969	EVENT SERVICE PROVIDE AGREEMENT	2026 PID EVENT	$4,811.20	CS / P&R	06/06/2026 *		
M WHITTIKER	Original	26-072	PATRICK BOLTON	7508	EVENT SERVICE PROVIDE AGREEMENT	2026 JUNETEENTH CELEBRATION	$2,750.00	CS / P&R	06/13/2026 *		
M WHITTIKER	Original	26-073	DAVID TYLER	8013	EVENT SERVICE PROVIDE AGREEMENT	2026 CINCO DE MAYO	$570.00	CS / P&R	05/02/2026 *		
M WHITTIKER	Original	26-074	YVETTE MA'O	4349	EVENT SERVICE PROVIDE AGREEMENT	2026 SAMOAN HERITAGE FESTIVAL	$1,500.00	CS / P&R	06/27/2026 *		
M WHITTIKER	Original	26-075	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2026 YOUTH CONFERENCE	$500.00	CS / P&R	05/29/2026 *		

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

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

Subject: CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD APRIL 1, 2026, THROUGH APRIL 30, 2026 (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson for the period April 1, 2026 through April 30, 2026.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

For the period of April 1, 2026 through April 30, 2026 the City of Carson has issued business licenses on new businesses. The City Manager requests, once per month, present to the City Council a list of all new licensed businesses in the City.

Attached as Exhibit 1 is the City Manager's report of new businesses issued business licenses between April 1, 2026 through April 30, 2026.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - April 2026

Attachments

Business License Report April 2026.pdf.pdf

Business Name	Address	DBA	BL - Business Type	Business License Type
D Baker's Lab by ANJ LLC	441 E CARSON ST Unit: M□ CARSON, CA, 90745	D Baker's Lab Halo-Halo Cafe	RESTAURANT/FAST FOOD - 360	BL - GENERAL LICENSE
Helen Holistic Nursing Corporation Inc	16434 Ishida Ave□ Carson, CA 90248	Helen Holistic Nursing Corporation Inc	MEDICAL SERVICES - 251	BL - GENERAL LICENSE
Glory Pointe Church Inc	755-757 E 223RD ST□ Carson, CA 90745	Glory Pointe Church	TAX EXEMPT, NON-PROFIT - 3900C	BL - BUSINESS LICENSE
The American Society for the Prevention of Cruelty to Animals (ASPCA)	16300 FIGUEROA ST□ Carson, CA 90248	The American Society for the Prevention of Cruelty to Animals (ASPCA)	TAX EXEMPT, NON-PROFIT - 3900C	TX - TAX EXEMPT
Ji Cheon	1337 E CARSON ST□ Carson, CA 90745	Hera Detox Care	COSMETICS/COSMETICIAN - 569	BL - GENERAL LICENSE
Dynasty Employment Solutions Inc	500 E CARSON ST Unit: 210□ Carson, CA 90745		EMPLOYMENT AGENCY - 153	BL - GENERAL LICENSE
Vendizay Machines LLC	20208 TILLMAN AVE□ Carson, CA 90746	Vendizay Machines LLC	VENDING MACHINE OPERATOR 65.67A	BL - BUSINESS LICENSE
JDMAN ACCOUNTANCY INC	22120 AVALON BLVD□ CARSON, CA 90745	JDMAN ACCOUNTANCY INC	ADMINISTRATIVE OFFICE - 023	BL - GENERAL LICENSE
J&R Balance INC	23517 MAIN ST Unit: 119□ Carson, CA 90745	J&R CPR	TUTORING - 428	BL - GENERAL LICENSE
Hazel C Ramos & Jonathan A Calderon	316 W CARSON ST Unit: 103□ Carson, CA 90745	Glow In Grace Aesthetics & Wellness	MASSAGE SERVICES - 107	BL - GENERAL LICENSE
Rodriguez Income Tax Inc	1339 E CARSON ST□ Carson, CA 90745		FACTORS & FINANCIAL INST - 175	BL - GENERAL LICENSE
Del Rey Party Rentals Inc	18037 S BROADWAY□ Carson, CA 90248		EQUIPMENT MFG/SALES/SRV/PRTS - 155	BL - GENERAL LICENSE
Rose Gold Body Sculpt	21601 AVALON BLVD Unit: A□ Carson, CA 90745	Phenex Salon Suites	BEAUTICIAN - 071	BL - GENERAL LICENSE
16301 Broadway LLC	16301 S BROADWAY□ CARSON, CA 90248	16301 Broadway LLC	COMMERCIAL RENTALS - 108	BL - GENERAL LICENSE
The Grand Rose Funeral Services	17800 MAIN ST Unit: 101□ Carson, CA 90248		ADMINISTRATIVE OFFICE - 023	BL - GENERAL LICENSE
16301 S Broadway LLC	16301 S BROADWAY□ Carson, CA 90248	16301 S Broadway LLC	COMMERCIAL RENTALS - 108	BL - GENERAL LICENSE
Yoyo's Dry Cleaners	111 E CARSON ST Unit: 6□ Carson, CA 90745	Yoyo's Dry Cleaners	CLEANING/DYE/LAUNDRY - 65.28	BL - GENERAL LICENSE
Ramirez Bakery #2	135 E LOMITA BLVD□ Carson, CA 90745	Ramirez Bakery #2	BAKERY - 063	BL - GENERAL LICENSE

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

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

I. SUMMARY

On February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all interdepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council. Per CMC Section 2955.1, staff are presenting to Council a report of interdepartmental budget transfers authorized by the City Manager or designee for the period of April 2026 (Exhibit No. 1).

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

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

In compliance with CMC 2955.1, the City Manager may approve any budget transfer within the same City department, except for transfers involving personnel-related funds or expenditures, such as salaries or benefits. Department Directors may also approve interdepartmental budget transfers within their respective Departments on terms prescribed by the City Manager (subject to compliance with CMC 2955.1 and applicable law), except that: (i) Department Directors shall not be permitted to approve any interdepartmental budget transfers involving personnel-related funds or expenditures, such as salaries or benefits; and (ii) the City Manager shall have authority to restrict (including by removing) the interdepartmental budget transfer authority of one or more Department Directors as deemed necessary in the City Manager’s sole discretion.

These requests undergo careful review to assess the justification, necessity, and potential impact of the proposed transfers. The City Manager's office then presents these monthly reports to the City Council.

Attached as Exhibit 1 is the Interdepartmental Budget Transfers Report for City Manager or designee authority executed in April 2026.

V. FISCAL IMPACT

No fiscal impact, monthly report is submitted for informational purposes. No policy change or budget action is requested.

VI. EXHIBITS

1. Interdepartmental Budget Transfers -April 2026

Attachments

Interdepartmental Budget Transfers -April 2026

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	10	BUA	04/02/2026	04/02/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100890	6009		AW		T	RENTAL BOXING RINGS		3,000.00	
	101-90-950-163-6009-						CS Boxing Ctr Supplies			
2	10100890	6004		AW		T	RENTAL BOXING RINGS	3,000.00		
	101-90-950-163-6004-						CS Boxing Ctr Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	57	BUA	04/06/2026	04/06/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10545060	6020		AW		T	CoStar and Furniture		20,569.90	
	101-54-541-101-6020-						CPU Hardware and Software			
2	10545060	6017		AW		T	CoStar and Furniture	3,139.15		
	101-54-541-101-6017-						Subscriptions & Publications			
3	10545060	8007		AW		T	CoStar and Furniture	17,430.75		
	101-54-541-101-8007-						Furniture & Fixtures			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	152	BUA	04/14/2026	04/14/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808130	6009		AW		T	AutoCAD licenses for Engin		17,063.36	
	101-80-820-284-6009-						Materials & Supplies			
2	10808130	6020		AW		T	AutoCAD licenses for Engin	17,063.36		
	101-80-820-284-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	153	BUA	04/14/2026	04/14/2026	BUDGET	TXFawatts	1	N	Hist	2026	

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

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	153	BUA	04/14/2026	04/14/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505050	6008		AW		T	Funds needed for conf and		10,000.00	
	101-50-505-101-6008-						Advertising			
2	10505050	6014		AW		T	Funds needed for conf and	10,000.00		
	101-50-505-101-6014-						Conference and Travel			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	155	BUA	04/14/2026	04/14/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505030	6014		AW		T	Miscellaneous housing cost		3,110.52	
	101-50-502-101-6014-						Conference and Travel			
2	10505030	6017		AW		T	Miscellaneous housing cost	2,214.37		
	101-50-502-101-6017-						Subscriptions & Publications			
3	10505030	6016		AW		T	Miscellaneous housing cost	646.15		
	101-50-502-101-6016-						Employee Uniform			
4	10505030	6020		AW		T	Miscellaneous housing cost	250.00		
	101-50-502-101-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	156	BUA	04/14/2026	04/14/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10707060	6004		AW		T	CPU hardware equipment		6,600.00	
	101-70-780-101-6004-						Professional Services			
2	10707060	6020		AW		T	CPU hardware equipment	6,600.00		
	101-70-780-101-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	157	BUA	04/14/2026	04/14/2026	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909150	6004		AW		T	Irrigation Booster Pump		33,641.00	
	101-90-970-107-6004-						Professional Services			
2	10909150	6009		AW		T	Irrigation Booster Pump	33,641.00		
	101-90-970-107-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	213	BUA	04/07/2026	04/16/2026	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21909140	6009		AW		T	Resolution 26-028	400,000.00		
	219-90-960-180-6009-						Materials & Supplies			
2	21900020	3910		AW					400,000.00	1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW				400,000.00		1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	400,000.00	400,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	240	BUA	04/07/2026	04/20/2026	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21909140	6009		AW		T	Resolution 26-028 reversal		400,000.00	
	219-90-960-180-6009-						Materials & Supplies			
2	21900020	3910		AW				400,000.00		1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW					400,000.00	1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	400,000.00	400,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	244	BUA	04/20/2026	04/20/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ / ACCOUNT	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10909240 6056 101-90-901-101-6056-	AW		T	Funding for professional s Training		7,000.00	
2	10909240 6004 101-90-901-101-6004-	AW		T	Funding for professional s Professional Services	7,000.00		
					** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	263	BUA	04/21/2026	04/21/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ / ACCOUNT	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10555200 6008 101-55-553-101-6008-	AW		T	Uniforms and prof serv. Advertising		5,000.00	
2	10555200 7001 101-55-553-101-7001-	AW		T	Uniforms and prof serv. Maintenance & Repairs		12,500.00	
3	10555200 6017 101-55-553-101-6017-	AW		T	Uniforms and prof serv. Subscriptions & Publications		2,000.00	
4	10555100 6056 101-55-552-101-6056-	AW		T	Uniforms and prof serv. Training		4,400.00	
5	10555130 7002 101-55-552-251-7002-	AW		T	Uniforms and prof serv. Equipment Rental		1,600.00	
6	10555110 6009 101-55-552-158-6009-	AW		T	Uniforms and prof serv. Materials & Supplies		5,000.00	
7	10555100 6016 101-55-552-101-6016-	AW		T	Uniforms and prof serv. Employee Uniform	5,000.00		
8	10555100 6004 101-55-552-101-6004-	AW		T	Uniforms and prof serv. Professional Services	14,500.00		
9	10555180 6016 101-55-552-157-6016-	AW		T	Uniforms and prof serv. Employee Uniform	6,000.00		
10	10555120 6016 101-55-552-250-6016-	AW		T	Uniforms and prof serv. Employee Uniform	5,000.00		
					** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	264	BUA	04/21/2026	04/21/2026	BUDGET	TXFawatts	1	N	Hist	2026	

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

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	264	BUA	04/21/2026	04/21/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ REF1 REF2 REF3 / ACCOUNT	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	10808110 6004 AW T 101-80-850-275-6004-	maintenance tools/equip. Professional Services		27,000.00
2	10808090 6004 AW T 101-80-850-104-6004-	maintenance tools/equip. Professional Services		25,000.00
3	10808100 6004 AW T 101-80-850-110-6004-	maintenance tools/equip. Professional Services		5,000.00
4	10808100 8004 AW T 101-80-850-110-8004-	maintenance tools/equip. PW Facilities Equipment		17,000.00
5	10100680 6009 AW T 101-80-840-108-6009-	maintenance tools/equip. PW Median Mnt Supplies		30,000.00
6	10808110 8004 AW T 101-80-850-275-8004-	maintenance tools/equip. Equipment	27,000.00	
7	10808090 6009 AW T 101-80-850-104-6009-	maintenance tools/equip. Materials & Supplies	25,000.00	
8	10808100 6009 AW T 101-80-850-110-6009-	maintenance tools/equip. Materials & Supplies	22,000.00	
9	10808060 6016 AW T 101-80-850-287-6016-	maintenance tools/equip. Employee Uniform	30,000.00	
		** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	265	BUA	04/21/2026	04/21/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG OBJECT PROJ REF1 REF2 REF3 / ACCOUNT	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT OB
1	10545060 6020 AW T 101-54-541-101-6020-	funds for city webpage CPU Hardware and Software		45,000.00
2	10545060 6027 AW T 101-54-541-101-6027-	funds for city webpage Non-Capital Tools/Equipment		1,143.50
3	10545060 6004 AW T 101-54-541-101-6004-	funds for city webpage Professional Services	46,143.50	
		** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	266	BUA	04/21/2026	04/21/2026	BUDGET	TXFawatts	1	N	Hist	2026	

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

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	266	BUA	04/21/2026	04/21/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10707060	6053		AW		T	Public Notices		35,000.00	
	101-70-780-101-6053-						Postage			
2	10707030	6017		AW		T	Public Notices	35,000.00		
	101-70-701-101-6017-						Subscriptions & Publications			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	299	BUA	04/22/2026	04/22/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100970	6004		AW		T	Funds needed to cover excu		4,000.00	
	101-90-950-261-6004-						CS Mills Pk Pro Svcs			
2	10100970	6007		AW		T	Funds needed to cover excu	4,000.00		
	101-90-950-261-6007-						CS Mills Pk ExcursFees			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	323	BUA	04/23/2026	04/23/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100720	6017		AW		T	funds needed for WRT audit		7,000.00	
	101-80-840-276-6017-						Subscriptions & Publications			
2	10100690	7001		AW		T	funds needed for WRT audit		8,000.00	
	101-80-840-109-7001-						PW Graf Abate Maint&Rep			
3	10100720	6500		AW		T	funds needed for WRT audit	15,000.00		
	101-80-840-276-6500-						Waste Resources Technology			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	330	BUA	04/23/2026	04/23/2026	BUDGET	TXFawatts	1	N	Hist	2026	

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

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	330	BUA	04/23/2026	04/23/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505010	6004		AW		T	Firework Ban Education sup		50,000.00	
	101-50-501-101-6004-						Professional Services			
2	10505050	6004		AW		T	Firework Ban Education sup	50,000.00		
	101-50-505-101-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	331	BUA	04/23/2026	04/23/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100080	6157		AW		T	Supplies for women issue c		1,000.00	
	101-50-501-707-6157-						Women Issues Com. Stipend			
2	10100080	6009		AW		T	Supplies for women issue c	1,000.00		
	101-50-501-707-6009-						CM WomensComm Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	334	BUA	04/23/2026	04/23/2026	BUDGET	TXFawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10545060	6020		AW		T	Funds needed for planned a		50,000.00	
	101-54-541-101-6020-						CPU Hardware and Software			
2	10545060	6004		AW		T	Funds needed for planned a	50,000.00		
	101-54-541-101-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	356	BUA	04/28/2026	04/28/2026	BUDGET	TXFawatts	1	N	Hist	2026	

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

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	356	BUA	04/28/2026	04/28/2026	BUDGET TX	awatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10505060	6014		AW		T	Additional Camera Equipmen		4,500.00	
	101-50-504-101-6014-						Conference and Travel			
2	10505060	6008		AW		T	Additional Camera Equipmen		1,000.00	
	101-50-504-101-6008-						Advertising			
3	10505060	6009		AW		T	Additional Camera Equipmen	5,500.00		
	101-50-504-101-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	357	BUA	04/28/2026	04/28/2026	BUDGET TX	awatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100290	6004		AW		T	funds needed for webinar		1,000.00	
	101-60-620-101-6004-						Operations Pro Svcs			
2	10100290	6056		AW		T	funds needed for webinar	1,000.00		
	101-60-620-101-6056-						Operations Training			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	368	BUA	04/21/2026	04/28/2026	BUDGET TX	awatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21909140	6009		AW		T	Reso 26-028	400,000.00		
	219-90-960-180-6009-						Materials & Supplies			
2	21900020	3910		AW					400,000.00	1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW				400,000.00		1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	400,000.00	400,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	369	BUA	04/21/2026	04/28/2026	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	29707120	6004		AW		T	Resolution 26-042	141,111.00		
	291-70-730-101-6004-						Professional Services			
2	29100000	3910		AW					141,111.00	1
	291-99-999-999-3910-						Appropriation Control			
3	29100000	3930		AW				141,111.00		1
	291-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	141,111.00	141,111.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	10	390	BUA	04/29/2026	04/29/2026	BUDGET TX	Fawatts	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10101370	6013		AW		T	Council Requested Polo Shi		600.00	
	101-10-100-101-6013-						Auto Allowance/Mileage			
2	10101370	6009		AW		T	Council Requested Polo Shi	600.00		
	101-10-100-101-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	1,341,111.00	1,341,111.00	

24 Journals printed

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

Report to Honorable Mayor and City Council

CONSENT 19.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,332,824.58, DEMAND CHECK NUMBERS 184793 THROUGH 185035 FOR GENERAL DEMAND (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 26-055, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

- TOTAL OF $4,332,824.58 FOR GENERAL DEMANDS CHECK NUMBERS 184793 THROUGH 185035.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-055, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,332,824.58, DEMAND CHECK NUMBERS 184793 THROUGH 185035 FOR GENERAL DEMAND."

III. ALTERNATIVES

None.

IV. BACKGROUND

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

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

SECTION 2: On May 20, 2026, the City Council ratified the above demand numbers 184793 through 185035 for General Demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $4,332,824.58.

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 20TH DAY OF MAY, 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 20TH DAY OF MAY, 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. 26-055, adopted by the City of Carson City Council at its meeting held on May 20, 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. Exhibit 1 Demand Register Resolution#26-055 - Checks

Attachments

Exhibit 1 Demand Register Resolution#26-055 - Checks.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184793	04/23/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	832.93			
184794	04/23/2026	PRINTED	006506	ALL IN ONE PARTIES	1,131.00			
184795	04/23/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	7,620.76			
184796	04/23/2026	PRINTED	008454	ARACELI ESPARZA	6,100.00			
184797	04/23/2026	PRINTED	002177	ARIZONA MACHINERY LLC	19,598.28			
184798	04/23/2026	PRINTED	001001	AT&T PHONE	9,662.28			
184799	04/23/2026	PRINTED	008703	AUDRA L. THOMPSON	50.00			
184800	04/23/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	2,055.30			
184801	04/23/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	2,000.00			
184802	04/23/2026	PRINTED	001248	BARR AND CLARK INC	575.00			
184803	04/23/2026	PRINTED	001627	BSN SPORTS LLC	467.28			
184804	04/23/2026	PRINTED	000475	CALIFORNIA EMERGENCY SERV	65.00			
184805	04/23/2026	PRINTED	000167	CALIFORNIA PRO SPORTS	7,557.10			
184806	04/23/2026	PRINTED	008645	CAMERON A PAXTON	50.00			
184807	04/23/2026	PRINTED	001489	CHOURA VENUE SERVICES	10,073.97			
184808	04/23/2026	PRINTED	001489	CHOURA VENUE SERVICES	3,728.03			
184809	04/23/2026	PRINTED	006955	CITY ELECTRIC SUPPLY	646.26			
184810	04/23/2026	PRINTED	008082	CLIMATEC LLC	8,770.61			
184811	04/23/2026	PRINTED	008416	CORKY'S PEST CONTROL INC.	400.00			
184812	04/23/2026	PRINTED	001180	COUNTY OF LOS ANGELES	40,537.99			
184813	04/23/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	752.94			
184814	04/23/2026	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
184815	04/23/2026	PRINTED	000534	DIRECTV	276.99			
184816	04/23/2026	PRINTED	001155	DISH	243.54			
184817	04/23/2026	PRINTED	006876	DONALD ALAN SPRAGUE	1,648.00			
184818	04/23/2026	PRINTED	001203	EMERGENCY VEHICLE SPECIAL	7,589.10			
184819	04/23/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	695.73			
184820	04/23/2026	PRINTED	007224	FCS INTERNATIONAL, INC.	14,431.00			
184821	04/23/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	3,443.17			
184822	04/23/2026	PRINTED	004019	FLEETCREW, INC.	728.00			
184823	04/23/2026	PRINTED	003563	ORIENTAL TRADING CO INC	182.57			
184824	04/23/2026	PRINTED	003563	FUN EXPRESS LLC	101.88			
184825	04/23/2026	PRINTED	004437	GALLS, LLC	489.69			
184826	04/23/2026	PRINTED	006085	GARCIA, MARIA DE JESUS	76.58			
184827	04/23/2026	PRINTED	001268	GBROS INC	463.42			
184828	04/23/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	498.39			
184829	04/23/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,330.14			
184830	04/23/2026	PRINTED	007378	HERC RENTALS INC.	2,623.25			
184831	04/23/2026	PRINTED	008800	HERITAGE POOL SUPPLY GROU	69.04			
184832	04/23/2026	PRINTED	000242	HINDERLITER DE LLAMAS AND	1,488.12			
184833	04/23/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	6,340.60			
184834	04/23/2026	PRINTED	005042	DERRICK HUEZO	1,200.00			
184835	04/23/2026	PRINTED	001798	CHINYERE IFEACHO	50.00			
184836	04/23/2026	PRINTED	007778	IRENE T. VIERNES	50.00			
184837	04/23/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	180.00			
184838	04/23/2026	PRINTED	000152	JERRYS CLEANERS	283.00			
184839	04/23/2026	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	44,733.28			
184840	04/23/2026	PRINTED	007499	JOHN D LOYOLA	200.00			
184841	04/23/2026	PRINTED	007829	JOHNSON CONTROLS	10,606.01			
184842	04/23/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	224.82			
184843	04/23/2026	PRINTED	008844	JOSE VARGAS	600.00			
184844	04/23/2026	PRINTED	007672	KELLY PAPER COMPANY	60.79			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184845	04/23/2026	PRINTED	008620	KOSMONT TRANSACTIONS SERV	205.40			
184846	04/23/2026	PRINTED	003629	LEES TOOLS	643.75			
184847	04/23/2026	PRINTED	004284	LIFE INSURANCE COMPANY OF	40,526.22			
184848	04/23/2026	PRINTED	000070	LOS ANGELES COUNTY DEPT O	32,618.49			
184849	04/23/2026	PRINTED	000074	LOS ANGELES COUNTY SHERIF	110,646.29			
184850	04/23/2026	PRINTED	008785	LUZ PADUA	50.00			
184851	04/23/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	419.90			
184852	04/23/2026	PRINTED	007966	MARINA GRAPHIC CENTER, IN	15,868.91			
184853	04/23/2026	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	630.91			
184854	04/23/2026	PRINTED	008434	MILAGRO MEDIA STRATEGIES	1,950.00			
184855	04/23/2026	PRINTED	000996	MIRACLE PLAYGROUND SALES	7,831.90			
184856	04/23/2026	PRINTED	000599	MR HOSE INC	1,013.00			
184857	04/23/2026	PRINTED	008850	MUSCO CORPORATION	5,304.00			
184858	04/23/2026	PRINTED	000379	MUTUAL PROPANE CO INC	40.37			
184859	04/23/2026	PRINTED	000385	NATIONWIDE ENVIRONMENTAL	106,141.45			
184860	04/23/2026	PRINTED	008145	NICOLETTE JACKSON-POWNALL	500.00			
184861	04/23/2026	PRINTED	010999	MARCEL SEAN BELL SR	2,000.00			
184862	04/23/2026	PRINTED	006280	PARKHOUSE TIRE SERVICES I	406.47			
184863	04/23/2026	PRINTED	008410	PCN3, INC.	438,533.56			
184864	04/23/2026	PRINTED	008636	PHOENIX GROUP INFORMATION	54,304.52			
184865	04/23/2026	PRINTED	001020	PITNEY BOWES	192.59			
184866	04/23/2026	PRINTED	000746	PITNEY BOWES PRESORT SERV	35.84			
184867	04/23/2026	PRINTED	001285	POWER WHOLESALE ELECTRIC	588.04			
184868	04/23/2026	PRINTED	008782	PRESTON PARK	2,798.95			
184869	04/23/2026	PRINTED	004862	PRINCIPAL LIFE INSURANCE	2,825.90			
184870	04/23/2026	PRINTED	008650	PROFESSIONAL COMMUNICATIO	3,424.50			
184871	04/23/2026	PRINTED	000119	RED WING SHOE STORE	5,517.65			
184872	04/23/2026	PRINTED	000588	REFRIGERATION SUPPLIES DI	341.87			
184873	04/23/2026	PRINTED	010000	BEVERLY WARE	250.00			
184874	04/23/2026	PRINTED	010000	Bobby Collins	160.00			
184875	04/23/2026	PRINTED	010000	Danielle Hines	160.00			
184876	04/23/2026	PRINTED	010000	LA County Sanitation Dist	3,471.93			
184877	04/23/2026	PRINTED	010000	SANDY HISCOCK	47.55			
184878	04/23/2026	PRINTED	007405	RHA LANDSCAPE ARCHITECTS-	2,549.96			
184879	04/23/2026	PRINTED	007240	RJM DESIGN GROUP, INC.	12,547.00			
184880	04/23/2026	PRINTED	000750	RKA CONSULTING GROUP	7,897.25			
184881	04/23/2026	PRINTED	000057	ROBERT MCELROY LLC	111.93			
184882	04/23/2026	PRINTED	003585	RSG INC	14,273.75			
184883	04/23/2026	PRINTED	001388	RUSSELL SIGLER INC	57,843.44			
184884	04/23/2026	PRINTED	001388	RUSSELL SIGLER INC	3,729.94			
184885	04/23/2026	PRINTED	007851	SAMI'S REFEREES LLC	2,275.00			
184886	04/23/2026	PRINTED	000427	SAM'S CLUB DIRECT	1,438.20			
184887	04/23/2026	PRINTED	007446	SAMUEL YANEZ	650.00			
184888	04/23/2026	PRINTED	001605	SC FUELS	17,873.91			
184889	04/23/2026	PRINTED	000121	STEARNS, CONRAD & SCHMIDT	3,500.00			
184890	04/23/2026	PRINTED	008770	SHARPLINE SOLUTIONS INC	623.30			
184891	04/23/2026	PRINTED	000170	SHERWIN WILLIAMS	4,868.64			
184892	04/23/2026	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	2,332.07			
184893	04/23/2026	PRINTED	000211	SMART AND FINAL IRIS	758.62			
184894	04/23/2026	PRINTED	006477	SNAP-ON INCORPORATED	149.29			
184895	04/23/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	102,264.09			
184896	04/23/2026	PRINTED	008152	SO CAL EQUIPMENT REPAIR,	1,132.33			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184897	04/23/2026	PRINTED	008784	SONIA FUENTES	50.00			
184898	04/23/2026	PRINTED	000718	STAPLES ADVANTAGE	2,252.10			
184899	04/23/2026	PRINTED	000461	STATE WATER RESOURCES CON	1,321.00			
184900	04/23/2026	PRINTED	000461	STATE WATER RESOURCES CON	835.00			
184901	04/23/2026	PRINTED	005013	SWAYZER CORPORATION	19,910.00			
184902	04/23/2026	PRINTED	007780	TERESITA J. JUNIO	50.00			
184903	04/23/2026	PRINTED	007931	TOMECKO JACKSON	315.00			
184904	04/23/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	20,108.98			
184905	04/23/2026	PRINTED	000530	ULINE SHIPPING SUPPLY SPE	3,610.47			
184906	04/23/2026	PRINTED	000023	UNITED REFRIGERATION INC	341.26			
184907	04/23/2026	PRINTED	000002	UNITED RENTALS (NORTH AME	1,959.39			
184908	04/23/2026	PRINTED	008430	URBAN HABITAT	937,855.59			
184909	04/23/2026	PRINTED	002294	LEIGHTON CONSULTING, INC	2,333.87			
184910	04/23/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	16,122.60			
184911	04/23/2026	PRINTED	000302	WAXIE SANITARY SUPPLY	260.79			
184912	04/23/2026	PRINTED	000141	WEST BASIN WATER ASSN	500.00			
184913	04/23/2026	PRINTED	001507	XTREME FITNESS	1,204.75			
184914	04/30/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	21,232.10			
184915	04/30/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	766.35			
184916	04/30/2026	PRINTED	000899	ALL CITY MANAGEMENT SERVI	67,931.15			
184917	04/30/2026	PRINTED	006506	ALL IN ONE PARTIES	680.00			
184918	04/30/2026	PRINTED	008663	ALL STAR ELITE SPORTS	620.57			
184919	04/30/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	15,542.18			
184920	04/30/2026	PRINTED	000543	AQUA FLO SUPPLY	3,125.28			
184921	04/30/2026	PRINTED	000568	ATKINSON, ANDELSON, LOYA,	8,270.00			
184922	04/30/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	630.96			
184923	04/30/2026	PRINTED	001248	BARR AND CLARK INC	575.00			
184924	04/30/2026	PRINTED	003981	BIOMETRICS 4 ALL INC	16.50			
184925	04/30/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	523.32			
184926	04/30/2026	PRINTED	000405	CALPERS	2,366.73			
184927	04/30/2026	PRINTED	008714	CASCADIA CONSULTING GROUP	13,417.50			
184928	04/30/2026	PRINTED	001610	CHICAGO TITLE CO	420.00			
184929	04/30/2026	PRINTED	001489	CHOURA VENUE SERVICES	7,252.18			
184930	04/30/2026	PRINTED	006955	CITY ELECTRIC SUPPLY	198.48			
184931	04/30/2026	PRINTED	008082	CLIMATEC LLC	615.00			
184932	04/30/2026	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
184933	04/30/2026	PRINTED	001180	COUNTY OF LOS ANGELES	2,335.37			
184934	04/30/2026	PRINTED	004115	CSG CONSULTANTS INC	28,897.50			
184935	04/30/2026	PRINTED	000268	DAILY JOURNAL CORP	73.65			
184936	04/30/2026	PRINTED	008759	DANIEL MERCICA	1,980.00			
184937	04/30/2026	PRINTED	007815	DIMENSION PUBLICITARIA IN	29,000.00			
184938	04/30/2026	PRINTED	008845	DISASTER MANAGEMENT SYSTE	3,079.97			
184939	04/30/2026	PRINTED	007595	DONNIE R. DORSEY	50.00			
184940	04/30/2026	PRINTED	006876	DONALD ALAN SPRAGUE	1,608.00			
184941	04/30/2026	PRINTED	000399	DUNN EDWARDS PAINT CO	1,394.68			
184942	04/30/2026	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
184943	04/30/2026	PRINTED	008322	EVODC LLC	2,796.14			
184944	04/30/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	795.67			
184945	04/30/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	802.20			
184946	04/30/2026	PRINTED	004437	GALLS, LLC	2,132.83			
184947	04/30/2026	PRINTED	001398	GLOBAL EXPERIENCE SPECIAL	44,859.86			
184948	04/30/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	8,343.18			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
184949	04/30/2026	PRINTED	008352	GRAFFITI PROTECTIVE COATI	4,661.20			
184950	04/30/2026	PRINTED	000793	GRAINGER	2,588.70			
184951	04/30/2026	PRINTED	001093	SHIRLEY GRAVES	50.00			
184952	04/30/2026	PRINTED	000532	HDL COREN AND CONE	4,593.75			
184953	04/30/2026	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
184954	04/30/2026	PRINTED	007378	HERC RENTALS INC.	1,992.79			
184955	04/30/2026	PRINTED	008800	HERITAGE POOL SUPPLY GROU	140.49			
184956	04/30/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	15,378.11			
184957	04/30/2026	PRINTED	000621	SOUTHERN CALIFORNIA HOUSI	2,553.00			
184958	04/30/2026	PRINTED	000514	HUNTINGTON HARDWARE CO IN	6,876.91			
184959	04/30/2026	PRINTED	008137	INTEGRUS, LLC	1,234.36			
184960	04/30/2026	PRINTED	008830	INTERNATIONAL RIGHT OF WA	228.75			
184961	04/30/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	60.00			
184962	04/30/2026	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
184963	04/30/2026	PRINTED	000152	JERRYS CLEANERS	38.85			
184964	04/30/2026	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
184965	04/30/2026	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
184966	04/30/2026	PRINTED	008527	KPMG LLP	150,000.00			
184967	04/30/2026	PRINTED	000094	LAKESHORE LEARNING MATERI	2,998.96			
184968	04/30/2026	PRINTED	008272	LARHONDA BROWN	50.00			
184969	04/30/2026	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
184970	04/30/2026	PRINTED	004428	LAWSON PRODUCTS INC	1,231.89			
184971	04/30/2026	PRINTED	003629	LEES TOOLS	4,400.21			
184972	04/30/2026	PRINTED	007569	LINDA R. DUNN	50.00			
184973	04/30/2026	PRINTED	000643	LONG BEACH TRANSIT	515,125.00			
184974	04/30/2026	PRINTED	004767	DELIA LOPEZ	50.00			
184975	04/30/2026	PRINTED	007995	FULLRANGE PRODUCTIONS	5,750.00			
184976	04/30/2026	PRINTED	001732	MANHATTAN STITCHING CO IN	665.21			
184977	04/30/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	1,064.33			
184978	04/30/2026	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
184979	04/30/2026	PRINTED	000669	MDG ASSOCIATES	9,576.25			
184980	04/30/2026	PRINTED	007711	BOBCAT OF VENTURA	35,502.24			
184981	04/30/2026	PRINTED	007605	MICHAEL K WILSON	50.00			
184982	04/30/2026	PRINTED	000599	MR HOSE INC	73.46			
184983	04/30/2026	PRINTED	010999	ZAMORA, ANGEL	17.40			
184984	04/30/2026	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,562.03			
184985	04/30/2026	PRINTED	004119	PLANET BIDS INC	2,249.59			
184986	04/30/2026	PRINTED	001285	POWER WHOLESALE ELECTRIC	4,409.70			
184987	04/30/2026	PRINTED	000408	PROFESSIONAL MOBILE REMOD	18,000.00			
184988	04/30/2026	PRINTED	000520	R AND R INDUSTRIES INC	366.90			
184989	04/30/2026	PRINTED	000118	JULIE RUIZ RABER	50.00			
184990	04/30/2026	PRINTED	008230	RAJO, A CALIF. CORP	160.00			
184991	04/30/2026	PRINTED	000588	REFRIGERATION SUPPLIES DI	2,252.06			
184992	04/30/2026	PRINTED	008080	REVIZE LLC	9,900.00			
184993	04/30/2026	PRINTED	008461	RINGCENTRAL, INC	23.41			
184994	04/30/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	4,503.15			
184995	04/30/2026	PRINTED	008216	ROBERT HALF INC.	2,380.00			
184996	04/30/2026	PRINTED	000057	ROBERT MCELROY LLC	63.96			
184997	04/30/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	1,826.95			
184998	04/30/2026	PRINTED	002515	MYRNA RONQUILLO	50.00			
184999	04/30/2026	PRINTED	002740	ROSEBURROUGH TOOL COMPANY	875.01			
185000	04/30/2026	PRINTED	007851	SAMI'S REFEREES LLC	6,550.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
185001	04/30/2026	PRINTED	007957	SAMUEL DACUS	50.00			
185002	04/30/2026	PRINTED	000444	MIGDALIA SANCHEZ	190.38			
185003	04/30/2026	PRINTED	000124	SEPULVEDA BUILDING MATERI	783.34			
185004	04/30/2026	PRINTED	001803	VERGIE SEYMORE	50.00			
185005	04/30/2026	PRINTED	000170	SHERWIN WILLIAMS	27,627.79			
185006	04/30/2026	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
185007	04/30/2026	PRINTED	003609	SKYLINE SAFETY AND SUPPLY	36,553.40			
185008	04/30/2026	PRINTED	000211	SMART AND FINAL IRIS	485.00			
185009	04/30/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	21,733.21			
185010	04/30/2026	PRINTED	007386	SOUTHERN CALIFORNIA PERMA	335.00			
185011	04/30/2026	PRINTED	008398	SOCAL SURFACES, INC.	22,206.24			
185012	04/30/2026	PRINTED	004417	SOCALGAS	311.33			
185013	04/30/2026	PRINTED	004977	CHARTER COMMUNICATION	1,722.88			
185014	04/30/2026	PRINTED	000718	STAPLES ADVANTAGE	39.14			
185015	04/30/2026	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	90.00			
185016	04/30/2026	PRINTED	008721	T&B PLANNING, INC.	4,921.22			
185017	04/30/2026	PRINTED	008162	TDG ENGINEERING, INC.	50,444.21			
185018	04/30/2026	PRINTED	007931	TOMECKO JACKSON	1,060.00			
185019	04/30/2026	PRINTED	008598	TORRANCE UNIFIED SCHOOL D	440.00			
185020	04/30/2026	PRINTED	008106	TOTUM CORP	3,922.50			
185021	04/30/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	325,935.47			
185022	04/30/2026	PRINTED	004017	TYLER TECHNOLOGIES	156,670.45			
185023	04/30/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	13,643.62			
185024	04/30/2026	PRINTED	000023	UNITED REFRIGERATION INC	91.18			
185025	04/30/2026	PRINTED	008455	VIRTUAL PROJECT MANAGER L	18,000.00			
185026	04/30/2026	PRINTED	008517	VITAL RECORDS CONTROL	458.61			
185027	04/30/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	20,006.50			
185028	04/30/2026	PRINTED	000437	ITELIA WALKER	50.00			
185029	04/30/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	1,246.44			
185030	04/30/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	2,984.05			
185031	04/30/2026	PRINTED	008762	WILLIAM BROSEMER	148,999.59			
185032	04/30/2026	PRINTED	003482	WORLD CLASS AWARDS	2,399.04			
185033	04/30/2026	PRINTED	000144	YAMADA CO INC	645.14			
185034	04/30/2026	PRINTED	008105	Z&K CONSULTANTS, INC	25,263.84			
185035	04/30/2026	PRINTED	000544	ZEP MANUFACTURING CO	4,640.72			
	243 CHECKS			CASH ACCOUNT TOTAL	4,332,824.58	.00		

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 35.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-06-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,657.27, DEMAND CHECK NUMBERS HA-002115 THROUGH HA-002119 (HOUSING AUTHORITY)

I. SUMMARY

RESOLUTION NO. 26-06-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,657.27, DEMAND CHECK NUMBERS HA-002115 THROUGH HA-002119.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-06-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,657.27, DEMAND CHECK NUMBERS HA-002115 THROUGH HA-002119".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On May 20, 2026, the Carson Housing Authority ratified the above demand numbers HA-002115 through HA-002119. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,657.27.

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 20TH DAY OF MAY, 2026.

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

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 20TH DAY OF MAY, 2026 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-06-CHA, adopted by the City of Carson City Council at its meeting held on May 20, 2026 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

Exhibit 1 CHA Demand Resolution #26-06-CHA

Attachments

Exhibit 1 CHA Demand Resolution #26-06-CHA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2115	04/09/2026	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
2116	04/16/2026	PRINTED	000685	AMERINATIONAL COMMUNITY S	666.67			
2117	04/16/2026	PRINTED	006884	LYFT, INC.	24.94			
2118	04/23/2026	PRINTED	001001	AT&T PHONE	31.91			
2119	04/23/2026	PRINTED	003585	RSG INC	823.75			
		5 CHECKS		CASH ACCOUNT TOTAL	7,657.27	.00		

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 36.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $10,387.37, DEMAND CHECK NUMBERS A-001991 THROUGH SA-001997 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 26-06-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $10,387.37, DEMAND CHECK NUMBERS SA-001991 THROUGH SA-001997.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-06-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $10,387.37, DEMAND CHECK NUMBERS SA-001991 THROUGH SA-001997".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

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

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

SECTION 2: On May 20, 2026, the Carson Successor Authority ratified the above demand numbers SA-001991 through SA-001997. 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 $10,387.37.

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 20TH DAY OF MAY, 2026.

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

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE 20TH DAY OF MAY, 2026 AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-06-CSA, adopted by the City of Carson City Council at its meeting held on May 20, 2026 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

Exhibit 1 CSA Demand Resolution #26-06-CSA

Attachments

Exhibit 1 CSA Demand Resolution #26-06-CSA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1991	04/09/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	4,498.80			
1992	04/16/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	38.50			
1993	04/16/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	1,890.00			
1994	04/16/2026	PRINTED	001180	COUNTY OF LOS ANGELES	225.75			
1995	04/23/2026	PRINTED	001001	AT&T PHONE	63.82			
1996	04/23/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	2,158.00			
1997	04/23/2026	PRINTED	003585	RSG INC	1,512.50			
		7 CHECKS		CASH ACCOUNT TOTAL	10,387.37	.00		

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager HR Risk Management

Subject: CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN VERONICA ALVAREZ AND CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

This case arises from the City of Carson's termination of Accounting Manager Veronica Alvarez on October 20, 2022. Plaintiff alleged she was wrongly terminated and filed a Complaint on October 11, 2023 against the City of Carson (the "City") for retaliation, disability discrimination, and failure to accommodate in violation of Labor Code §1102.5 and California Government Code §12940.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Settlement Agreement and Release of All Claims between Plaintiff Veronica Alvarez and City of Carson; and
2. AUTHORIZE the Mayor to execute the Agreement.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

This case involves a former City employee, Plaintiff Veronica Alvarez ("Plaintiff"), who held the position of Accounting Manager from March 29, 2022 through October 20, 2022. Plaintiff alleged she was wrongly terminated and filed a Complaint on October 11, 2023 against the City of Carson (the "City") for retaliation, disability discrimination, and failure to accommodate in violation of Labor Code §1102.5 and California Government Code §12940.

The parties participated in a private mediation and were able to reach a settlement agreement. The proposed settlement agreement was presented to the City in closed session on May 5, 2026. The City Council is now asked to consider and approve the proposed Settlement Agreement and Release of All Claims between the Plaintiff and the City, as well as authorize Mayor Lula Davis-Holmes to execute the Settlement Agreement on behalf of the City.

V. FISCAL IMPACT

The City is self-insured for the first $250,000 of each liability claim. Damages and claim expenses exceeding the $250,000 Self-Insured Retention (SIR), are covered under the Excess Liability insurance provided by PRISM. Third party liability claims payments are paid through City's claims trust account and are charged to claims reserves. There is no direct impact to the annual operating budget.

VI. EXHIBITS

1. Settlement Agreement

Attachments

(Alvarez) Settlement Agreement and Release - Final(2126769.3).pdf

SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. PARTIES

This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between the CITY OF CARSON ("CITY"), a Charter City and municipal corporation, and VERONICA ALVAREZ ("PLAINTIFF") (hereinafter CITY and PLAINTIFF may be referred to individually as a "PARTY" or collectively as "PARTIES"), with reference to the facts as stated below.

2. RECITALS

2.1. PLAINTIFF was hired by the CITY as the at-will Accounting Manager within the Finance Department effective March 29, 2022.

2.2. Finance Director Tarik Rahmani terminated PLAINTIFF's employment with the City on October 20, 2022. PLAINTIFF then filed an action entitled *Veronica Alvarez v. City of Carson*, Los Angeles Case No. 23STCV24827 (the "LAWSUIT") on or about October 11, 2023, alleging wrongful termination, retaliation, and disability discrimination.

2.3 The PARTIES wish to terminate and resolve fully and finally the LAWSUIT in order to avoid the uncertainty and costs of litigation, and any potential appeals therefrom.

2.4 CITY and the PLAINTIFF desire to enter into an agreement whereby PLAINTIFF receives compensation in exchange for executing a general release and waiver of any and all claims that PLAINTIFF may have against the CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents ("CITY PARTIES").

2.5 Each of the above Recitals is incorporated in full by this reference into the AGREEMENT as material and binding provisions of this AGREEMENT.

3. NO ADMISSION OF LIABILITY

This AGREEMENT shall not in any way be construed as an admission of liability, fault, or wrongdoing of any kind by the PARTIES. The CITY specifically disclaims any liability to PLAINTIFF or wrongful acts. The CITY denies any liability in connection with any claim by PLAINTIFF and intends hereby solely to avoid further litigation and buy its peace.

4. CONSIDERATION

In exchange for the waivers and releases set forth herein, the PARTIES hereto agree as follows:

4.1. Monetary Consideration. In consideration for PLAINTIFF's waivers and releases set forth herein, and in exchange for executing this AGREEMENT, the CITY agrees to provide PLAINTIFF monetary compensation. Within thirty (30) days following execution of this AGREEMENT by PLAINTIFF and her counsel, and receipt by the CITY of the executed AGREEMENT, the CITY shall pay to Plaintiff the total payment of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS ($325,000.00) ("SETTLEMENT SUM"). Said SETTLEMENT

SUM constitutes a full and complete settlement and compromise of any and all disputed claims PLAINTIFF has or may have as to the CITY, arising out of or related to the termination of employment. Said SETTLEMENT SUM is a compromise resolution of claims for which PLAINTIFF alleges is for personal physical injury and sickness within the meaning of IRC § 104(a)(2) of the Internal Revenue Code of 1986, as amended, but not punitive damages. CITY shall report the SETTLEMENT SUM as having been paid to PLAINTIFF's counsel of record, Boucher LLP, only on IRS Form 1099-Misc. and not to PLAINTIFF. The draft shall be made payable to the order of "Boucher, LLP Client Trust Account" and delivered to counsel.

4.2. Attorneys' Fees. The PARTIES shall bear all of their own attorney fees and costs incurred.

4.3. Entire Consideration. PLAINTIFF agrees the foregoing amount specified in section 4.1 shall constitute the entire monetary consideration provided to her under this AGREEMENT and that PLAINTIFF will not seek any further compensation from the CITY for any other claimed damage, costs, or attorneys' fees in connection with the matters encompassed by this AGREEMENT.

4.4. Release. Upon execution of this AGREEMENT and in exchange for the settlement payment provided for herein, PLAINTIFF shall file a dismissal with prejudice against the CITY in the Stanley Mosk Courthouse in Los Angeles. Plaintiff shall file the dismissal within 7 business days after receipt of the settlement funds. PLAINTIFF also waives any claims made on behalf of PLAINTIFF's spouse, heirs, representatives, successors, and assigns, and hereby releases, acquits, and forever discharges the CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them ("CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which PLAINTIFF now has or may acquire in the future, or which PLAINTIFF ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at any time from October 20, 2022 through the date the agreement is executed (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. PLAINTIFF expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon the agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §12900 et seq., the Americans With Disabilities Act, Title VII of

the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

5. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, PLAINTIFF acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which PLAINTIFF was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. PLAINTIFF further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by PLAINTIFF;

(b) PLAINTIFF is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) PLAINTIFF is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) PLAINTIFF has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;

(f) PLAINTIFF has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;

(g) PLAINTIFF has **seven (7) days following her execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 10.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Settlement and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) calendar days have passed since all Parties, including PLAINTIFF's, execution of the AGREEMENT ("EFFECTIVE DATE").

6. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 4 and 5 above, PLAINTIFF understands that California Civil Code section 1542 reads as follows:

> "General Release—Claims Extinguished"
>
> "A general release does not extend to claims which the creditor 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."

PLAINTIFF hereby waives the protection of California Civil Code section 1542.

7. WAIVER OF ADDITIONAL CLAIMS

PLAINTIFF hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 4, 5, and 6 above.

8. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

8.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

8.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

8.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

8.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that PLAINTIFF fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against the CITY or the CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

8.6. Indemnification: PLAINTIFF agrees to indemnify and hold harmless the CITY or the CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. PLAINTIFF understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 4 of this AGREEMENT. In addition, PLAINTIFF agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 4 of this AGREEMENT.

8.7. No Pending Claims and/or Actions: With the exception of the present matter, PLAINTIFF represents that she has not filed any complaints or charges against the CITY or the CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against the CITY or the CITY PARTIES on behalf of PLAINTIFF, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

8.8. Ownership of Claims: PLAINTIFF represents and warrants as a material term of this AGREEMENT that PLAINTIFF has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, PLAINTIFF further warrants and represents that none of the CLAIMS released by PLAINTIFF thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9. Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled. This Agreement shall be

binding upon each of the Parties hereto and is admissible into evidence to enforce its terms pursuant to Section 664.6 of the California Code of Civil Procedure and any equivalent federal law. Venue for enforcement purposes shall be in the Los Angeles County Superior Court where the Lawsuit currently is pending, which retains jurisdiction to enforce the terms of this Agreement. This Agreement shall be admissible in any proceeding to enforce its terms. By virtue of the foregoing language, the Agreement is intended to be binding and enforceable.

8.10. Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8.11. Neutral Reference: The Parties agree that, in regard to any requests for references for employment that CITY may receive from prospective employers of PLAINTIFF, CITY will confirm PLAINTIFF's dates of employment, last job title, and PLAINTIFF's last rate of pay.

9. MISCELLANEOUS

9.1. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

9.2. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

9.3. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

9.4. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

9.5. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

9.6. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

9.7. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

9.8. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to PLAINTIFF:

Boucher, LLP
Attn: Alexander Gamez, Esq.
21600 Oxnard Street, Suite 600
Los Angeles, CA 91367

As to the CITY:

City Council
Attn: City Manager
701 E. Carson Street
Carson, California 90745

With a copy to:
Aleshire & Wynder, LLP
Attn: Sunny K. Soltani, Esq.
1 Park Plaza, Suite 1000
Irvine, CA 92614

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, PLAINTIFF has signed and executed this Agreement, and the attorneys for the CITY and PLAINTIFF, if any, have approved as to form as of the dates written below.

DATED: _____

PLAINTIFF

By: _____
Veronica Alvarez

THE CITY

DATED: _____

By: _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

BOUCHER, LLP

By: _____
Alexander Gamez, attorney for Veronica Alvarez

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF A 5-YEAR CONTRACT WITH FRESHWORKS INC., FOR AN IT SERVICE MANAGEMENT (ITSM) SOFTWARE TO SUPPORT IT INCIDENT MANAGEMENT, SERVICE REQUESTS, AND WORKFLOW MANAGEMENT (CITY COUNCIL)

I. SUMMARY

The City requires Freshworks, Inc., an IT Service Management (ITSM) software to support IT incident management, service requests, and workflow management to streamline internal operations and improve service delivery. Freshworks provides a platform that supports service request tracking, IT asset management, incident response, and change management. Additionally, the system provides an integration with Microsoft Teams to improve the customer experience for city staff.

The proposed upgrade will enable IT staff to more efficiently manage and resolve the City's internal IT service requests, improve response time, user experience, and provides an annual cost savings of $2,462.60 per year from the existing IT Service Management software. Staff is requesting City Council to consider approval of contract with Freshworks Inc., to provide the IT service management system, including maintenance and support through the TIPS Cooperative Purchasing Program. The City’s Purchasing Manager has reviewed the TIPS procurement process and determined that it satisfies the requirements of Section 2611(g) of the CMC.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a contract with FreshWorks Inc., an IT Service Management (ITSM) solution to IT incident management, service requests, and workflow management, for a total contract amount not to exceed $133,652 for a term of 5 years; and
2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the City’s Purchasing Ordinance.

IV. BACKGROUND

The City requires an enterprise Information Technology Service Management (ITSM) solution to support IT incident management, service request, and workflow management. Implementation of a centralized ITSM platform will streamline internal operations, improve service delivery across departments, and enhance the management of IT service requests, incidents, assets, changes. Freshworks Inc. offers a comprehensive service management platform that includes service request tracking, asset management, incident and change management, and workflow management.

Section 2611(g) of the City's Municipal Code (CMC) authorizes the Purchasing Manager to waive a formal competitive bidding process by utilizing a cooperative purchasing program administered by a public entity, provided the originating contract was competitively procured within the past three years. The Purchasing Manager waiver under Section 2611(g) of the City's Municipal Code is required.

Freshworks Inc. is an approved vendor under The Interlocal Purchasing System (TIPS) Cooperative Purchasing Program, which conducts competitive solicitations in accordance with public procurement requirements. The City's Purchasing Manager has reviewed the TIPS procurement process and determined that it satisfies the requirements of Section 2611(g) of the CMC. Accordingly, the formal bidding process has been waived and a purchasing waiver has been issued.

Staff recommends the City Council approve a contract with Freshworks Inc. for a total amount not to exceed $133,652 for a term of five (5) years.

V. FISCAL IMPACT

The total cost associated with the proposed five (5)-year contract with Freshworks Inc., including software licenses, maintenance, support, shall not exceed $133,652.

The total cost for the first year of the contract, which includes software licenses, maintenance, and support, is $26,730.40. Funding for ongoing software licensing, maintenance, and support costs in subsequent years will be incorporated into the proposed FY 2025–26 and future fiscal year budgets, subject to annual City Council budget appropriations.

Fiscal Year	Amount	Account Number
FY2025-26	$26,730.40	101-54-541-101-6020
FY2026-27	$26,730.40	101-54-544-101-6020
FY2027-28	$26,730.40	101-54-544-101-6020
FY2028-29	$26,730.40	101-54-544-101-6020
FY2029-30	$26,730.40	101-54-544-101-6020
Total	**$133,652.00**	101-54-544-101-6020

VI. EXHIBITS

1. Freshworks, Inc. MSA
2. Freshworks Inc. Quote

3. Purchasing Waiver
4. TIPS Contract #RFPM 220105

Attachments

Freshworks, Inc. MSA

Freshworks Inc. Quote

Purchasing Waiver

TIPS Contract #RFPM 220105

Docusign Envelope ID: B51986DF-9B33-4758-AECC-0BA3A3B1A0EB

Main Services Agreement

This Main Services Agreement ("**Agreement**"), effective as of the date of last signature ("**Effective Date**"), is entered into by and between **Freshworks Inc.**, a Delaware corporation ("**Freshworks**") and the customer organization identified on the Service Order Form ("SOF") ("**Customer**"). In consideration of the terms and conditions set forth below, the parties agree as follows:

1. Provision of Service. Freshworks will make the Services and Software available to Customer pursuant to this Agreement, the Supplemental Terms (where applicable), the applicable SOF, and the Documentation, and provide such Services in accordance with this Agreement, including the Data Processing Addendum ("**DPA**"), the Professional Services Agreement ("**PSA**"), the BAA, if applicable (as defined below), the laws and government regulations applicable to Freshworks' business, during each Subscription Term, and if applicable, the Privacy Notice. During the Subscription Term, Freshworks grants to Customer a limited, non-exclusive right to access and use the Services and Software only for its internal business purposes or in accordance with the Documentation, for up to the number of Users included in the Service Plan or otherwise noted in the SOF, including the right to download, install, and use the Mobile Apps in connection with the authorized use of the Services.

2. Responsibilities of Customer

a. Customer Account. Customer may need to register for an Account in order to place orders or access or receive the Services. Customer agrees to keep its Account information current, accurate, and complete so that Freshworks may send notices, statements, and other information to Customer via email or through its Account, which notifications will be subject to this Agreement and the Privacy Notice. Customer will be responsible for maintaining the confidentiality of User login information and credentials for accessing the Services and will notify Freshworks promptly of any loss, misuse, or unauthorized disclosure of such login information and/or credentials of which Customer becomes aware. Freshworks and its Affiliates will not be liable for any damage or loss that may result from Customer's breach of the foregoing obligations.

b. Acceptable Use. Customer may only use the Services in accordance with the Documentation, subject to the use limitations indicated in any applicable SOF pursuant to which Customer subscribes to the Services, and the terms of this Agreement. Customer agrees to comply with the Freshworks Acceptable Use and Conduct Policy (as defined below) which are hereby incorporated into this Agreement.

c. Use Restrictions. Customer agrees not to use the Freshworks Technology (as defined below): (i) to process data on behalf of any third party other than Customer's Users and End Users; (ii) in violation of applicable law; (iii) to store or transmit any content that infringes upon any third party's intellectual property rights; (iv) for competitive intelligence or performance benchmarking purposes; (v) to license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Freshworks Technology available to any third party other than Users and End Users, and then only in furtherance of its permitted business purposes as expressly permitted by this Agreement; (vi) to falsely imply any sponsorship or association with Freshworks; or (vii) to decompile, reverse engineer, disassemble, reproduce, or copy or otherwise access or discover the source code or underlying program of any portion of Freshworks Technology.

3. Customer Data

a. Use of Customer Data. As between the parties, Customer and its licensors retain all right, title, and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Freshworks Technology. Subject to the terms of this Agreement, Customer hereby grants to Freshworks and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide, maintain, and improve the Freshworks Technology and perform all related obligations owed to Customer under this Agreement, or as may be required by law. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Freshworks under this Agreement. If Customer is subject to the US Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"), Customer may not upload protected health information ("**PHI**") as defined by HIPAA, unless Customer has entered into a business associate agreement with Freshworks, which will govern the parties' respective obligations with respect to any PHI uploaded by Customer to the Services, Software, or Mobile Apps ("**BAA**").

b. Data Security and Privacy. The parties will comply with the terms of the DPA, which is incorporated into this Agreement by this reference, with respect to the

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provision and processing of Personal Data as defined in the DPA. Freshworks will use appropriate technical and organizational measures in the Services to protect the Customer Data from unauthorized access, processing, loss, or disclosure. Freshworks measures are designed to provide a level of security appropriate to the risk of processing the Customer Data within the Services. Customer understands that Freshworks and its Affiliates will process Customer Data in accordance with applicable data protection laws, this Agreement, including the DPA, and the Privacy Notice.

4. Intellectual Property

a. Ownership Rights. Customer Data is Customer's Confidential Information under this Agreement. Customer and its licensors retain all right, title, and interest in and to the Customer Data and all of Customer's Confidential Information provided under this Agreement, and Freshworks obtains no rights in the foregoing except for the express rights granted in this Agreement and the Privacy Notice. Freshworks and its licensors retain all right, title, and interest in and to Freshworks Technology and Usage Data (as defined below). Customer acknowledges that the Services are offered as online, hosted solutions, and that Customer has no right to obtain a copy of the underlying computer code for any Services, except (if applicable) for any downloadable Software, in object code format. Freshworks may freely use and incorporate into Freshworks' products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Users or End Users relating to Freshworks' products or services. Feedback and any other suggestions are provided by Customer exclusively "AS IS," in Customer's sole discretion, and will not be used by Freshworks in any way that identifies or permits identification of Customer, its Affiliates, Users, or End Users. Customer agrees that its name, logo, and/or use case may be used by Freshworks in marketing materials ("**Promotional Materials**"). Promotional Materials may be for both internal and/or external purposes of Freshworks and such rights granted herein shall be worldwide, perpetual, and in any media. Customer may request that Freshworks stop the use of Promotional Materials of Customer by submitting an email to fw.insiders@freshworks.com at any time. It may take us up to thirty (30) days to process a request.

b. Usage Data. Notwithstanding anything to the contrary in this Agreement, Freshworks may collect and use any data that is gathered in or derived from the use of the Services ("**Usage Data**") to develop, improve, support, and operate its products and services. Freshworks shall not share with a third party any Usage Data that includes Customer's Confidential Information except (i) in accordance with Section 8 (Confidentiality) of this Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that the data no longer directly identifies Customer or Customer's Users.

c. Updates. Freshworks may modify the Services, Software, and Service Plans from time to time, including by adding or removing features, functions, and entitlements; provided, however, that (i) Freshworks will not materially decrease the overall functionality of the Services or Software during Customer's Subscription Term, except where such modifications are required for data security reasons or to comply with applicable law and (ii) any such modifications are made on a prospective and nondiscriminatory basis. Freshworks will provide reasonable notice of material updates to the Services by either in-product notification or e-mail. Such modifications to any Services, Service Plans, or Software are subject to this Agreement. Customer agrees that its purchase to subscriptions of the Services and Software is neither contingent upon the delivery of any future functionality or features, nor dependent upon any oral or written comments made by Freshworks with respect to future functionality or features.

d. Other Services. Freshworks or other third parties may make available (for example, through the Freshworks Marketplace currently located at https://www.freshworks.com/apps/) or other forums, third-party products or services ("**Third-Party Services**"). These Third-Party Services may integrate with the Services and are not licensed by Freshworks pursuant to this Agreement, but are governed by the third party provider's terms and conditions and privacy policies that accompany them, which Customer must separately accept, and the Freshworks Marketplace User Terms. Freshworks does not warrant or support Third-Party Services, unless expressly provided otherwise in an SOF. Freshworks is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access by such third party. The Service may contain features designed to interoperate with Third-Party Services. Freshworks cannot guarantee the continued availability of such Third-Party Services and may cease supporting them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the Third-Party Service provider ceases to make the Third-Party Service available for interoperation with the corresponding Service features in a manner acceptable to Freshworks. Customer understands that Freshworks is not responsible for providing technical support for the Third-Party Services and that Freshworks is not responsible for the data hosting and data transfer practices followed by the providers of such Third-Party Services.

5. Fees and Payment

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a. Fees and Payment. All charges associated with Customer's Account ("**Fees**") are set forth in the applicable SOF, Service, and/or Website. For credit card payments, the payment is due immediately upon receipt of invoice. Customer hereby authorizes Freshworks or our authorized agents, as applicable, to bill your credit card upon subscription to the Services (and any renewal thereof). For payments through other accepted methods, payment is due and payable in full within thirty (30) days from the invoice date or as stated in the applicable SOF. Payment obligations are non-cancelable, regardless of utilization by the Customer and, except as expressly permitted in this Agreement including where Customer terminates the Agreement for cause as per section 6(e) of this agreement, Fees paid are non-refundable and for Services that are Agent-based Customer will be billed in accordance with the number of purchased Agents. Customer will pay the Fees through an accepted payment method as specified in the applicable SOF or Website. During the Subscription Term, the Customer shall not: (i) reduce their User count, or (ii) downgrade their Service Plan. Customer is responsible for providing complete and accurate billing and contact information to Freshworks and notifying Freshworks of any changes to such information.

b. Late Payments. If undisputed Fees are more than thirty (30) days overdue, then, following written notification from Freshworks, Freshworks may suspend Customer's access to the Freshworks Technology, including, without limitation, Customer's Account, until such unpaid Fees are paid in full.

c. Payment Disputes. Freshworks will not exercise its rights under Section 5(b) (Late Payments), Section 6(c)(i) (Suspension of Service), or Section 6(d) (Termination for Cause) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, Freshworks will have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

d. Applicable Taxes. The Fees do not include any taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "**Taxes**"). Customer agrees to pay applicable direct or indirect Taxes associated with its purchases hereunder, which, to the extent Freshworks is legally required to collect the same, will be itemized on the Freshworks invoice. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that Freshworks receives the amount actually quoted and invoiced. If Freshworks has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount will be invoiced and paid by the Customer, unless, prior to the invoice date, the Customer provides Freshworks with a valid tax exemption certificate authorized by the appropriate taxing authority. Additional information on how Freshworks may apply tax requirements can be found at https://www.freshworks.com/company/sales-and-service-tax-faqs/.

e. Orders by Affiliates. Customer's Affiliates may purchase Services directly from Freshworks by executing an SOF which is governed by the terms of this Agreement. Such SOF will establish a new and separate agreement between the Customer's Affiliate and the Freshworks entity signing such SOF. If the Affiliate resides in a different country than Customer, then the SOF may include modifications to terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

f. Purchases from Channel Partners. Customer may procure use of any Services, Software, or Mobile Apps from a third-party authorized reseller of Freshworks, including third-party marketplaces ("**Channel Partner**") pursuant to a separate agreement with the Channel Partner. Customer's use of any Services, Software, or Mobile Apps procured through a Channel Partner will be subject to the terms of this Agreement, and all fees payable (including all applicable Taxes) for such use will be payable to the Channel Partner pursuant to the terms agreed to between Customer and Channel Partner. Customer understands and agrees that, if Customer purchased the Services, Software, or Mobile Apps subscriptions via a Channel Partner, service credits and refunds payable under this Agreement may be payable or applied by Channel Partner acting on behalf of Freshworks in proportion to the fees paid by Customer to the Channel Partner, and the discharge by the Channel Partner of such obligations will relieve Freshworks of the same under this Agreement.

6. Term, Termination and Suspension

a. Term. This Agreement is effective as of the Effective Date (or, for online Customers, the date of sign up on the Website) and will continue through the then-current Subscription Term. Service Plans commence on the start date specified in the relevant SOF (or, for online Customers, the date of sign-up on the Website) and continue for the Subscription Term specified therein.

b. Renewal. Customer's subscription to the Service will not automatically renew. Services may stop being provided by Freshworks as of the Subscription Term end date unless the parties agree upon a continuation of Services prior to such date.

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c. Fee Adjustments. Upon renewal, Freshworks will adjust the Fees to reflect delivered innovation, general cost inflation, and other relevant factors. Freshworks will notify you of any fee adjustments at least thirty (30) days before your renewal date, and these adjusted fees will take effect at the beginning of the Renewal Term. Furthermore, any discounts or price protections previously provided by Freshworks will not apply to a renewal if your overall number of Users, Service Plan (including any add-ons), or contract terms are reduced or lowered from the prior Subscription Term.

d. Suspension. Freshworks may suspend Customer's access to the Services, Software, Mobile Apps and/or Customer's Account, on the following grounds: (i) late payment/non-payment of undisputed Fees, per the process noted in Section 5(b) above; (ii) termination of the Services due to non-renewal of the Services by Customer; (iii) Customer's or its Users' breach of Section 2 (Use Restrictions); or (iv) in the event suspension is deemed necessary by Freshworks to prevent or address the introduction of Malicious Software (as defined in Section 9.b below), a security incident, or other harm to Customer, Freshworks, or Freshworks' other customers. Freshworks will notify Customer of any such suspension. Freshworks will use diligent efforts to attempt to limit, where commercially feasible, the suspension to affected Users or Freshworks Technology, and will immediately restore the availability of the same as soon as the issues leading to the suspension are resolved. Such suspension will in no way affect Customer's other obligations under this Agreement.

e. Termination for Cause. Either party may terminate this Agreement by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

f. Free Trial Customers. Upon the expiration of Customer's free trial, Freshworks may immediately suspend Customer's access to the free trial Services. Customer must export Customer Data before the end of the free trial or Customer Data will be permanently deleted. Notwithstanding anything to the contrary in this Agreement, Freshworks will have no obligation to maintain, store, or otherwise retain Customer Data beyond the end of the free trial period.

7. Data Export and Retention. Upon termination or expiration of this Agreement or any SOF for any reason, Customer's access to the Services, Software, Mobile Apps, APIs, and other Freshworks Technology will terminate. Freshworks strongly recommends that Customer export all Customer Data before Customer closes Customer's Account. Freshworks will make Customer Data available for export for fourteen (14) days from the effective date of the closure of Customer's Account due to: (i) the termination or expiration of this Agreement, or (ii) termination or expiration of the applicable SOF ("Data Export Period"). Customer may download or delete its Customer Data at any time during the Subscription Term. Where Customer Data is retained by Freshworks and can be exported, and provided that Customer is current on its payment obligations as described in Section 5, Customer may contact Freshworks within the Data Export Period at support@freshworks.com to have Freshworks export Customer's Customer Data. Beyond such Data Export Period, Freshworks reserves the right to retain Customer data for up to three (3) months before deleting all Customer Data in the normal course of operation except as necessary to comply with Freshworks legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Customer Data cannot be recovered once it is deleted.

8. Confidentiality. Each party will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of similar nature or importance, and in any event, using no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, the receiving party may use the disclosing party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement, and will disclose such Confidential Information solely (i) to those of its respective employees, representatives, and agents who have a need to know such Confidential Information for such purposes and who are bound by obligations to maintain the confidentiality of, and not misuse, such Confidential Information; (ii) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (iii) as reasonably necessary to comply with any applicable law or regulation. The provisions of this section will supersede any non-disclosure agreement by and between the parties entered into prior to this Agreement that would purport to address the confidentiality of any information shared by the parties, including Customer Data, and such agreement will have no further force or effect with respect to the foregoing. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

9. Warranties/Disclaimer of Warranties

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a. Service Warranty. Freshworks warrants that the Services, Software, or Mobile Apps will perform in all material respects in accordance with the Documentation. Provided that Customer provides written notice of a claim within thirty (30) days after first becoming aware of a breach of the foregoing warranty, Freshworks will use diligent efforts to correct the Services, Software, or Mobile Apps so the foregoing warranty is met, and if Freshworks is unable to make such corrections in a timely manner, either party may terminate the applicable SOF, and Customer, as its sole and exclusive remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Services, Software, or Mobile Apps purchased thereunder. This warranty will not apply if the error or non-conformance was caused by Customer's breach of this Agreement or Customer's or its Users' misuse of the Services, Software, and Mobile Apps, modifications to the Services, Software, and Mobile Apps by anyone other than Freshworks or its representatives, or third-party hardware, software, or services used in connection with the Services, Software, and Mobile Apps.

b. Malware Warranty. Freshworks warrants that the Services hosted by Freshworks will be monitored using commercially available means to attempt to detect and prevent the introduction of any computer instructions, circuitry or other technology means whose purpose or effect is to disrupt, damage or interfere with the authorized use of, or allow access to, the computer and communications facilities or equipment of Freshworks or Customer, including, without limitation, any code containing viruses, Trojan horses, worms, backdoors, trap doors, time-out devices, or similar destructive or harmful code or code that self-replicates (collectively, "**Malicious Software"**).

c. Warranty Disclaimer. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

10. Indemnification and Insurance

a. Indemnification by Freshworks. This section states Freshworks' entire liability and Customer's exclusive remedy with respect to an IP Claim. Freshworks will defend Customer, and its officers, directors, and employees against any Claim, from any third party claim alleging that Customer's use of the Freshworks Technology accessed or used in accordance with this Agreement infringes such third party's patent, copyright and/or trademark intellectual property rights (an "**IP Claim**"), and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer, or agreed in settlement by Freshworks (including reasonable attorneys' fees) resulting from such IP Claim. Freshworks will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of the Freshworks Technology by Customer, its Affiliates or Users; (ii) modification of the Freshworks Technology by anyone other than Freshworks or its representatives; or (iii) the combination, operation, or use of the Freshworks Technology with other data, hardware, or software not provided by Freshworks. If Customer's use of the Freshworks Technology results (or in Freshworks' opinion is likely to result) in an IP Claim, Freshworks may at its own option and expense (a) procure for Customer the right to continue using the foregoing items as set forth hereunder; (b) replace or modify them to make them non-infringing; or (c) if options (a) or (b) are not commercially reasonable as determined by Freshworks, then either Customer or Freshworks may terminate Customer's subscription to the Service, whereupon Freshworks will refund Customer, on a pro-rated basis, any Fees Customer has previously paid Freshworks for the corresponding unused portion.

b. Indemnification by Customer. To the extent permitted by applicable law, Customer will defend Freshworks and its Affiliates from any third party claim ("**Claim**"), and will indemnify and hold harmless Freshworks and its Affiliates from and against any damages and costs awarded against Freshworks and its Affiliates, or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such Claim, to the extent caused by: (i) Customer's or its Affiliate's unauthorized supply, disclosure, or processing of Customer Data, including Personal Data therein, (ii) Customer's or its Affiliate's violation of laws applicable to Customer's or its Affiliate's business.

c. Indemnification Procedures. In the event of a potential indemnity obligation under this Section 10, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this section will not relieve the indemnifying party of its obligations under this Section,

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however, the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section 10 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

d. Insurance. Freshworks 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 policies of insurance as detailed in Exhibit 1, attached hereto and incorporated herein by this reference, which shall cover all elected and appointed officers, employees and agents of Customer.

11. Limitation of Liability

a. SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY.

b. EXCEPT FOR AN ACTION BROUGHT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR A PARTY'S INDEMNIFICATION OBLIGATIONS EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS, UNDER THIS AGREEMENT WILL NOT EXCEED THREE TIMES (3X) THE FEES RECEIVED BY OR PAYABLE TO FRESHWORKS IN THE APPLICABLE SOF.

c. THE PARTIES AGREE THAT THIS SECTION 11 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE APPLICABLE MONETARY CAP SET FORTH IN THIS SECTION WILL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL CUSTOMER AFFILIATES HAVE EXECUTED A SEPARATE SOF.

d. CUSTOMER UNDERSTANDS AND AGREES THAT THE PRIMARY INTENT OF SECTION 11 IS TO DISTRIBUTE THE RISKS ASSOCIATED WITH THIS AGREEMENT BETWEEN BOTH PARTIES. THIS LIMITS POSSIBLE LIABILITIES, TAKING INTO ACCOUNT THE COST OF THE FEES. IF FRESHWORKS WERE TO TAKE ON ADDITIONAL LIABILITY BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT, THE FEES WOULD HAVE BEEN MARKEDLY HIGHER.

12. Miscellaneous.

a. Use of Third Parties for Payment Processing. Freshworks may use a third-party service provider to manage payment processing provided that such service provider is not permitted to store, retain, or use Customer's payment account information except to process Customer's payment information for Freshworks. Customer must notify Freshworks of any change in Customer's payment account information, either by updating Customer's Account or by e-mailing Freshworks at support@freshworks.com.

b. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, Freshworks may assign this Agreement in its entirety (including all SOFs), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this section will be null and void.

c. Entire Agreement. This Agreement, together with any SOF, the Privacy Notice, the DPA, the PSA and Supplemental Terms, constitutes the entire agreement and supersedes any and all prior agreements or communications between Customer and Freshworks, including but not limited to Customer registration forms and purchase orders, regarding the subject matter hereof. In the event of a conflict between the Privacy Notice, the Supplemental Terms, or any SOF and this Agreement, the order of precedence will be, first, the Privacy Notice, second, the SOF, third, the Supplemental Terms, and fourth the DPA, and fifth this Agreement. If any provision

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in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be modified by the court and interpreted so as to best accomplish the original provision, and the remaining provisions of this Agreement will remain in effect.

d. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

e. Survival. Sections 2.c (Use Restrictions), 4 (Intellectual Property), 5 (Fees and Payment), 6 (Term, Termination and Suspension), 8 (Confidentiality), 9.c (Warranty Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.c (Entire Agreement), 12.e (Survival), 12.f. (Notices), 12.i (Governing Law), 12.j (Dispute Resolution), and 13 (Definitions) will survive any termination of the Agreement. Termination of this Agreement will not limit either party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

f. Notices. All notices to be provided by one party to the other under this Agreement may be delivered in writing by (i) nationally recognized overnight delivery service or US mail to the mailing address provided on the SOF; or (ii) electronic mail to the e-mail address provided for Customer's Account. The address for a notice to Freshworks is: Freshworks Inc., 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403 with a copy to legal@freshworks.com by electronic mail. All notices will be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail or with a courier as permitted above.

g. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Freshworks at legal@freshworks.com.

h. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited , acts of God, acts of government, acts of terror or civil unrest, Internet failures, or acts undertaken by third parties not under the performing party's control, including, without limitation, denial of service attacks ("**Force Majeure Event**"). In the event that a Force Majeure Event continues for a period of thirty (30) consecutive days, the other party may terminate this Agreement and all SOFs on written notice to the non-performing party. If Freshworks is the party experiencing the Force Majeure Event and as a result thereof is unable to provide the Services, Software or Mobile Apps for the period noted herein, and Customer terminates this Agreement and all SOFs, then Freshworks will provide Customer a refund of fees paid by Customer pro-rated as of the date the Force Majeure Event commenced.

i. Governing Law. This Agreement is governed by the laws of the State of California without regard to conflict of laws principles. The parties hereby submit to the exclusive personal jurisdiction of the federal and state courts of the State of California, Los Angeles, County for any claims or dispute relating to this Agreement.

j. Dispute Resolution. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will first be determined by arbitration in Los Angeles,, California. The arbitration will be administered by JAMS pursuant to its arbitration rules and procedures. Judgment on the Award may be entered in any court having jurisdiction. This section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

k. Export Compliance and Use Restrictions. The Services and other Software or components of the Services which Freshworks may provide or make available to Customer or Users may be subject to U.S. (or other territories) export control and economic sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") (collectively, "**Export Control Laws**"). Customer agrees to comply with all the Export Control Laws as they relate to access to and use of the Services, Software, and such other components by Customer and Users. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, Software or other components is prohibited under U.S. or other applicable laws or regulations, including, without limitation, a country or territory that is subject to comprehensive U.S. trade sanctions (including, without limitation Cuba, Iran, North Korea, Syria or the Crimea or so-called Donetsk People's Republic (DNR) or Luhansk People's Republic regions of Ukraine) (a "**Prohibited Jurisdiction**") and Customer shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants

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that (i) Customer is not named on, or owned or controlled by any party named on any U.S. government (or other government) list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person, (ii) Customer is not a national of, located in, or a company registered in, any Prohibited Jurisdiction, (iii) Customer shall not permit Users to access or use the Service in violation of any Export Control Laws, (iv) no Customer Data created or submitted by Customer is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws, and (v) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer and Customer's Users are located. Customer further agrees that Customer will not use the Services to disclose, transfer, download, export or re-export, directly or indirectly, any Customer Data to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which Customer may be subject. Customer acknowledges that the Service and other Software may not be available in all jurisdictions and that Customer is solely responsible for complying with the Export Control Laws.

l. **Federal Government End Use Restrictions.** If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, this Service is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

13. Definitions.

"Account" means any accounts or instances created by or on behalf of Customer for access to and use of any of the Services.

"Affiliate" or "Subsidiaries" means with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.

"**Acceptable Use and Conduct Policy**" means the Freshworks Acceptable Use and Conduct Policy, which is located currently at https://www.freshworks.com/aup/, as updated from time to time.

"Confidential Information" means all information disclosed by one party to the other party, orally, in writing or electronically, that is designated as "confidential" (or with a similar legend), or which a reasonable person should understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information does not include any information that: (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

"Customer Data" means all electronic data, text, messages or other materials, including, without limitation, Personal Data of Users and End Users, submitted to the Services by Customer or its Users through Customer's Account in connection with Customer' use of the Services.

"Data Processing Addendum" or "DPA" means Freshworks' Data Processing Addendum at https://www.freshworks.com/data-processing-addendum/ as updated from time to time.

"Documentation" means the then-current, generally available user documentation provided by Freshworks detailing the functionalities of the Software and the Services.

"End User" means any person or entity other than Customer or Customer's Users with whom Customer interacts using the Services.

"Freshworks Technology" means (i) the Services, Software, Mobile Apps, Documentation, Freshworks' APIs, Freshworks' website(s), and any content published on the Freshworks' websites, (ii) any training materials, support materials, templates, tools, methodologies or know-how, (iii) Freshworks' Confidential Information, and (iv) any modifications or derivative works of the foregoing.

"Marketplace User Terms" means the Freshworks Marketplace User specific terms located currently at https://www.freshworks.com/marketplace-user-terms/ as updated from time to time.

"Mobile Apps" means the Freshworks-branded Software applications provided by Freshworks to enable access to and use of the Services through mobile or other handheld devices (such as apps on iOS or Android devices).

"Personal Data" means data relating to an individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely

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to come into, the possession of the data controller (as defined under applicable data protection laws).

"Privacy Notice" means Freshworks' privacy notice currently at www.freshworks.com/privacy, as updated from time to time.

"Professional Services Agreement" or "PSA" means Freshworks' professional services agreement located at www.freshworks.com/terms/professional-services, as updated from time to time.

"SOF" means (i) any service order referencing this Agreement and executed by Customer and Freshworks, or (ii) any online ordering document or process completed by Customer, including any online registration through a Website, each of which detail, (a) the Services subscribed to and the corresponding Service Plans, (b) the number of Users authorized to use the Services, (c) Fees payable to Freshworks, (d) the applicable Subscription Term, and (e) any relevant additional terms and conditions. This may also include any change order forms.

"Service(s)" means the Freshworks software-based service offerings identified on the SOF and any Updates, including any Software, API or Documentation made available by Freshworks with such offering, but excludes any applications or APIs separately provided by third parties.

"Service Plans" means the pricing plans and other packaged offering limitations for and the applicable Services for which Customer subscribes with respect to any User.

"Software" means the generally available software provided by Freshworks in connection with Customer's use of the Services, and includes Mobile Apps, but excludes any applications or APIs that are provided by third parties.

"Subscription Term" means the period stated on the applicable SOF during which Customer subscribes to the Services.

"**Supplemental Terms**" means the Services specific terms found, which are located currently at https://www.freshworks.com/terms/supplemental-terms/ as updated from time to time.

"Update" means the generally available updates, upgrades, hot fixes, patches, workarounds to the Software or Service provided by Freshworks to all subscribing customers, but excludes separately priced new products or modules.

"User" or "Agent" means any individual who is authorized by Customer to use the Services, including an Account administrator, employees, consultants, contractors, and agents of Customer or its Affiliates, and third parties with which Customer or its Affiliates transact business. For Services that are Agent-based, Customer agrees that Agent login credentials cannot be shared or used by more than one (1) individual per license. However, Agent credentials may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services.

By signing below, each Party represents and warrants that the signor is a duly authorized agent and hereby waives all claims to the contrary.

_____ **(CUSTOMER)** **(Signature)**	DocuSigned by: Justin Widlund 4983F413E22541B... **(FRESHWORKS INC.)** **(Signature)**
Name:	**Name**: Justin Widlund
Title:	**Title**: Authorised Signatory
Date:	**Date:** April 22, 2026 | 9:51 PM IST

DS

freshworks APPROVED

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ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

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Exhibit 1 - Insurance

(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 Freshworks' 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 Freshworks 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, Freshworks shall maintain such coverage for an additional period of three (3) years following termination of the Agreement. The insurance shall include the following coverage:

(i) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(ii) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

(iii) Liability arising from the failure of Freshworks' proprietary technology products (software) required under the contract for Freshworks to properly perform the services intended.

(iv) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(v) Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

(c) General Insurance Requirements.

.

No services under this Agreement shall commence until Freshworks has provided Customer with Certificates of Insurance, 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.

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 686-9273
WWW.CARAHSOFT.COM | SCIENCELOGIC@CARAHSOFT.COM

TO: Hector Ramirez
Manager
City of Carson
701 E. Carson St.
Carson, CA 90745 USA

EMAIL: heramirez@carsonca.gov

PHONE: (424) 415-4413

FROM: Basem Nawwar
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Basem.Nawwar@carahsoft.com

PHONE: (703) 889-9778

TERMS: TIPS Contract No. 220105
Expiration Date: May 31, 2027
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	64094482
QUOTE DATE:	04/28/2026
QUOTE EXPIRES:	05/15/2026
RFQ NO:	NB1100001244
SHIPPING:	ESD
TOTAL PRICE:	$133,652.00
TOTAL QUOTE:	$133,652.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	FSE-ENT-ANN	Freshservice Enterprise Annual - Service management solution for enterprises FreshWorks Inc - FSE-ENT-ANN	$1,668.00	$1,112.00	SLG	20	$22,240.00
2	ADD-FSE-COPILOT	Add-On FRESHSERVICE Freddy Co-Pilot. Quote Request Required - Freshdesk or Freshservice Available only on the Pro and Enterprise plans FreshWorks Inc - ADD-FSE-COPILOT	$348.00	$224.52	SLG	20	$4,490.40
		YEAR 1 SUBTOTAL:					$26,730.40
		YEAR 2					
3	FSE-ENT-ANN	Freshservice Enterprise Annual - Service management solution for enterprises FreshWorks Inc - FSE-ENT-ANN	$1,668.00	$1,112.00	SLG	20	$22,240.00
4	ADD-FSE-COPILOT	Add-On FRESHSERVICE Freddy Co-Pilot. Quote Request Required - Freshdesk or Freshservice Available only on the Pro and Enterprise plans FreshWorks Inc - ADD-FSE-COPILOT	$348.00	$224.52	SLG	20	$4,490.40
		YEAR 2 SUBTOTAL:					$26,730.40
		YEAR 3					
5	FSE-ENT-ANN	Freshservice Enterprise Annual - Service management solution for enterprises FreshWorks Inc - FSE-ENT-ANN	$1,668.00	$1,112.00	SLG	20	$22,240.00
6	ADD-FSE-COPILOT	Add-On FRESHSERVICE Freddy Co-Pilot. Quote Request Required - Freshdesk or Freshservice Available only on the Pro and Enterprise plans FreshWorks Inc - ADD-FSE-COPILOT	$348.00	$224.52	SLG	20	$4,490.40
		YEAR 3 SUBTOTAL:					$26,730.40
		YEAR 4					
7	FSE-ENT-ANN	Freshservice Enterprise Annual - Service management solution for enterprises FreshWorks Inc - FSE-ENT-ANN	$1,668.00	$1,112.00	SLG	20	$22,240.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 686-9273
WWW.CARAHSOFT.COM | SCIENCELOGIC@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
8	ADD-FSE-COPILOT	Add-On FRESHSERVICE Freddy Co-Pilot. Quote Request Required - Freshdesk or Freshservice Available only on the Pro and Enterprise plans FreshWorks Inc - ADD-FSE-COPILOT	$348.00	$224.52	SLG	20	$4,490.40
		YEAR 4 SUBTOTAL:					$26,730.40
		YEAR 5					
9	FSE-ENT-ANN	Freshservice Enterprise Annual - Service management solution for enterprises FreshWorks Inc - FSE-ENT-ANN	$1,668.00	$1,112.00	SLG	20	$22,240.00
10	ADD-FSE-COPILOT	Add-On FRESHSERVICE Freddy Co-Pilot. Quote Request Required - Freshdesk or Freshservice Available only on the Pro and Enterprise plans FreshWorks Inc - ADD-FSE-COPILOT	$348.00	$224.52	SLG	20	$4,490.40
		YEAR 5 SUBTOTAL:					$26,730.40
		SUBTOTAL:					$133,652.00

TOTAL PRICE:	**$133,652.00**
TOTAL QUOTE:	**$133,652.00**

This quote is governed by the Main Services Agreement entered into between Freshworks and City of Carson, incorporated herein by this reference

QUOTE DATE: 04/28/2026
QUOTE NO: 64094482

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (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: : TIPS "THE INTERLOCAL **Vendor:** CARAHSOFT

Contract #: **Solicitation #:** RFP 220105

Contract Effective Date: 05/31/22 **Contract Expiration:** 05/31/2027

Specify purchase details:

Amount: $133,652 **Vendor:**

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

IT's intake of service request is currently manage engine which is set to expire this year. Freshworks, an IT Service Management software will replace it. through the TIPS co-op agreement, which was solicited more than 3 years ago (2611(g))(3). Roughly 35% of a discount was provided and is based off of the manufacturer's list price being fair, reasonable, and competitive compared to other standard government pricing.

Authorized Department Staff:

Signature: Hector Ramirez

Date: 04/27/26

Name/Title: Hector Ramirez
IT Manager

Purchasing:

05/04/26
Josilla Togiola
Purchasing Manager

Rev. 0825JT

Pursuant to CMC 2611(g)(3), although the cooperative contract was originally solicited and awarded in 2022, it remains usable for the purposes of this IT procurement because it is still compliant, valid, and competitive. Furthermore, the TIPS contract #220104 provides a multi-year pricing structure with fixed annual rates for the duration of the agreement term. This pricing structures ensures pricing stability across all contracted years, with no escalation or adjustment in unit pricing for the defined subscription period. This establishes cost predictability for the City, allowing for accurate multi-year budgeting and reducing exposure to market fluctuations or price increases over time. All pricing is pre-negotiated.

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TIPS - Technology Solutions Products and Services

TIPS Overview

TIPS is an acronym for The Interlocal Purchasing System. TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas."

Eligible TIPS Members:

The Interlocal Purchasing System (TIPS) currently serves entities such as state and local governments and non-profit organizations, including but not limited to:

- K-12 school districts
- Charter Schools
- Colleges and Universities (State and Private)
- Cities/Municipalities
- Counties/Parishes
- State Agencies
- Emergency Services Districts
- Non-profit organization (as defined by the Internal Revenue Service)
- Other entities with legislated purchasing/bidding requirements

Becoming a TIPS Member

Mikaela Lammers
Contracts Specialist
(571) 662-4510
Mikaela.Lammers@carahsoft.com

If you would like further information regarding our products, need a quote, or don't see what you need to purchase listed please email: contracts@carahsoft.com

Carahsoft Technology Corp.
11493 Sunset

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- TIPS Program FAQs
- TIPS Website for Technology Solutions Products and Services

How to Order:

TIPS Member Purchase Order Processing Procedure

- Email PO & Vendor Quote to: TIPSPO@TIPS-USA.COM
- PO and Quote must reference Vendor's TIPS Contract Number
- Attach PO as a PDF - only one PO (with quote) per attachment

Department

For more information:
contracts@carahsoft.com

Toll-Free:
888-66-CARAH (888-662-2724)
Main: 703-871-8500

Contract & Order Information

Contract Title:	TIPS - Technology Solutions Products & Services
Contractor:	Carahsoft Technology Corp.
Number:	220105
Contract Period:	May 31, 2022 - May 31, 2027
Federal Taxpayer ID:	52-2189693
Cage Code:	1P3C5
DUNS Number:	088365767
Shipping Point:	FOB Destination

Freshworks Government Procurement Contracts

State and Local

Clark County SD (Cobb County)
PUR-F0024
Apr 15, 2025- Apr 15, 2026

Cobb County, GA Technology Products, Solutions and Related Services - OMNIA Partners, Public Sector
23-6692-01
May 01, 2023- Apr 30, 2026
**Additional Option Years Available*

Dallas ISD (Region 4)
207331
Feb 02, 2025- Dec 31, 2027
**Additional Option Years Available*

Fairfax County (Cobb County)
4400012235
Nov 15, 2023- Apr 30, 2027
**Additional Option Years Available*

Frisco ISD (Cobb County)

Contact Us:

Freshworks Team at Carahsoft

Email: Freshworks@carahsoft.com

Phone: (571) 662-4600

Fax: (703) 871-8505

23-6692-01
Mar 10, 2025- Apr 30, 2027
**Additional Option Years Available*

Events

Resources

RCA - Orange County - Region 4
RCA-017-25010020
Jan 01, 2025- Dec 31, 2027
**Additional Option Years Available*

Richardson ISD (Region 4)
#R240303
Sep 18, 2025- Dec 31, 2027
**Additional Option Years Available*

Software Solutions and Services - OMNIA Partners, Public Sector
R240303
Jan 01, 2025- Dec 31, 2027
**Additional Option Years Available*

State of Florida (Cobb County)
43210000-23-OMNIA-ACS
Feb 13, 2024- Apr 30, 2028

TIPS - Technology Solutions Products and Services
220105
May 31, 2022- May 31, 2027
**Additional Option Years Available*

WSSC (Cobb County)
48531
Mar 05, 2025- Apr 30, 2027
**Additional Option Years Available*

Education

The Quilt
MSA - 05012019F
Apr 01, 2016- May 02, 2028

Quick Links

VENDORS

SOLUTIO

EVENTS

RESOURC

CONTRAC

PARTNER

ABOUT

CAREERS

Contact Info

11493 SUNSET HILLS ROAD

SUITE 100

RESTON, VIRGINIA 20190

SALES @ CARAHSOF

PHONE: 703-871-8500

TOLL FREE: 888-662-2724

FAX: 703-871-8505

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Supplier Participation

220105 Addendum 1

Technology Solutions, Products and Services

Issue Date: 1/6/2022
Response Deadline: 2/25/2022 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Participation Summary

Supplier	Email Status	Resp
1 Stop IT Solutions		No R
11 Series Energy, Inc.		View
1A Smart Start, LLC		No R
1Touch Communications (1Touch Communications LLC)		View
2020 Exhibits inc		No R
22nd Century Staffing Inc		No R
22nd Century Technologies Inc (22nd century Technologies Inc.)		No R
23 Technologies		No R
24 Hour Data (24 Hour Data LLC)		No R
247Security Inc		View
2M Solutions		No R
2NDGEAR LLC		No R
2TAC Corporation		No R
3 C TECHNOLOGY LLC		No B

3 Oaks Resource Group International (Your School Resource Group)		No B
30430 Huntington Circle (30430 Huntington Circle)		No R
321 Insight		No R
323 Link, LLC.		No R
360 Document Solutions, LLC (360 Document Solutions, LLC)		No R
360 IT Professionals, Inc.	Fail	No R
360 Solutions Group		No R
360WATER INC (360WATER INC)		No R
3B Scientific		No R
3i Cabling and Power Group (3i Cabling Systems, Inc.)		No R
3i International (All Points Solutions, Inc.)	Fail	No R
3N1 OFFICE PRODUCTS, INC		No R
3P Learning		No R
3rd Eye Surveillance		No R
3T Building Materials LLC		No R
3W Consulting Group LLC		No R
4 AM CORP (4 AM CORP)		No R
4 Moore Construction Solutions		No R
4.0 GPA LLC		No R
4Consulting, Inc.		No R
4Front Network Technologies (4Front Network Technologies)		No R
4Kboards		No R
5 Wards Group LLC		No R
525 Technologies		View
5K Technical Services (5K Technical Services)		No R
6e Technologies, LLC		No R
806 Technologies, Inc.		No R
9 TO 5 COMPUTER		No R
903 Broadband		No R
A and A GRAPHICS		No R
A Higher Level (Water Walkers Inc)		No R
A&A Fire and Safety		No R

A+ Technology & Security Solutions, Inc.	View
A2S Inc.	No R
AAA Business Systems	View
Abacus Computers Inc.	No R
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)	No R
AbleNet, Inc.	No R
ABM Building Services	View
AbovePoint Technologies	No R
Abre.io Inc	No R
ABS Enterprizes	No R
ABS FACILIITES MANAGEMENT (kRIS- MAR MANAGEMENT ASSO)	No R
Absolute Color Ltd	View
Absolute Defense/Clear Defense	No R
Absolute Facility Solutions, LLC	No R
Abtech Technologies	No R
Academia Tutoring (EDUCATORS ROUND TABLE LLC)	View
Academic Technologies Inc	No R
Academy Global Learning (DBA AC Global Learning)	No R
Accellux Solutions (Denus Global LLC)	No R
Access Communications Group, L.P.	No R
Access Control Integration, Inc.	No R
ACCESS DATA SUPPLY, INC. (ACCESS DATA SUPPLY, INC.)	No R
ACCESS DNSI (ACCESS Data Network Solutions, Inc.)	No R
Access Imaging Solutions	No R
AccessibilityOz (AccessibilityOz Inc.)	No R
Accume Partners	No R
Accur8 Software Solutions LLC	No R
Ace Computers (J.C. Technology, Inc.)	Subr
Ace Family Hardware (Family Hardware LLC)	No R
Achieve3000, Inc.	No R
ACNOVATE CORPORATION	No R
ACP CreativIT	No R

ACP Direct (Affordable Computer Products, Inc.)	No R
Acronis SCS Inc.	No R
ACS Affordable (Affordable Custodial Supplies, Inc.)	No R
ACS Engineering (Argent Consulting Services INC)	No R
ACT, Inc.	No R
Action Potential Learning, LLC	No R
Action Printing (Printing Consultants, Inc.)	No R
Actiontec Electronics	No R
Activu Corporation	No R
Acture Solutions	No R
Acuative	No R
Acuitus Ag Inc. (Acuitus Ag Inc.)	No R
Ad Specialty Products	No R
Adams Business Center, Inc.	No R
Adaptive Industrial Services, LLC	View
Adaptive Technology Solutions	No R
Adaptive Technology Systems (marjan dubois)	No R
AdComp Systems Inc	No R
Adira LLC	Subr
Adorama, Inc	No R
AdPro 360	No R
ADS Advanced Data Services, Inc.	No R
ADT Commercial LLC	Subr
Advanced Alarms of Arkansas, Inc.	No R
Advanced Communication Services, Inc.	No R
Advanced Network Management, Inc, (Advanced Network Management, Inc,)	Subr
Advanced Technologies Consultants	No R
Advanced Technology Services, Inc.	No R
Advanced Threat Analysis, Inc.	No R
Advancia Technologies, LLC	No R
Advantage Design Group (CD Advantage Inc)	No R
Advantage Imaging Supply, Inc.	No R

Advantage Supply		No R
Advantel Networks		No R
Adventures in Learning New Mexico (AILNM) (Adventures in Learning New Mexico (AILNM))		No R
Adventures in Learning, LLC (Adventures in Learning, LLC)		No R
Advocate Solutions (Advocate Electrical Services, Inc.)		View
AEC SOLUTIONS INC. (AEC SOLUTIONS INC.)		No R
AEGIS Special Systems, LLC		No R
Aeries Education Solutions		No R
AeroTech EDU (AeroTech EDU)		No R
Aerowave Technologies (Aerowave Technologies, LLC)		No R
AF Verizon Telecom (American Financial Marketing Group Inc.)		No R
AFD Services LLC (AFD Services LLC)		No R
Affiliated Communications Inc (Affiliated Telephone Inc)		No R
Affiniti Holdings Inc (Affiniti, LLC)		No R
Afton Partners		No R
AGC Education		No R
AGC Networks Inc		No R
Agent IT Solutions (DSMNPRO, LLC)		No R
Agile5 Technologies, Inc. - Fairmont, WV (Agile5 Technologies, Inc. - Fairmont, WV)		View
AGiRepair, Inc.		Subr
AGM Energy Services LLC		No R
AG-NETWORK-SERVICES LLC (AG Network Services)		No R
AGP Resources, LLC	Fail	No R
AGParts Worldwide (AssetGenie, Inc.)		No R
AGParts Worldwide, Inc. (AGParts Education)		Subr
Ahead in the Cloud (AIC), LLC		No R
Aidex Corp (Williams Crow Inc)		No R
Aim for Success (Just Say YES)		No R
Air Craft Mechanical		No R
AIR PERFORMANCE SERVICE OF CENTRAL TEXAS, LLC (AIR PERFORMANCE SERVICE OF CENTRAL TEXAS, LLC)		View
Airdrop IT LLC		No R

Airnet Group, Inc.	No R
Airtel Tower LLC (Airtel Tower LLC)	No R
AISYS Consulting.LLC	No R
Aita Technologies (Aita Consulting Services, Inc.)	Unsu
AJL Technology Inc.	No R
Akitabox	No R
AKJ Education (AKJ Wholesale LLC)	No R
Alamo City Engineering Services	No R
Alamo Music Center (Alamo Music Center)	No R
Alarm Fire Surveillance Integrators	No R
Alchemy Technology Group, LLC	No R
Alcor Consulting, Inc	No R
Alegna Technologies, Inc. (Alegna Technologies, Inc.)	No R
Alias Forensics Inc. (Alias Forensics Inc.)	No R
ALINEDS LLC	No R
Aliron International Inc	No R
Alis Software	No R
AliveTek, Inc.	No R
All About IT Inc	No R
All American Office Supplies (Mirto Multi Services, LLC)	No R
All Audio Visual Services (All A-V Services)	No R
All Business Network Specialists Cor	No R
ALL In Learning (ALL In Learning)	No R
All Traffic Solutions, Inc. (All Traffic Solutions, Inc.)	No R
Allan Retail Group (Allan Retail Group)	No R
Allative Technologies	No R
Allentown LLC	No R
Alliant Cybersecurity	No R
alliantgroup	No R
Allied Express Solutions	No R
Allied Fire Protection	No R
Allied Security Links (Astatic Technologies)	No R

ALLIED TELESIS	No R
Allovue (Allovue, Inc.)	No R
All-purpose construction & remodeling LLC	No R
All-Tex Networking Solutions, Inc.	No R
allyIT (A1IT)	No R
ALP Contracting	No R
Alpha GPS Tracking	No R
Alpha Omega Wireless Inc	No R
Alphonso Solomon And Company, Inc. (Alphonso Solomon And Company, Inc.)	No R
Alps Technology (Alps Dallas Inc)	View
Alterman (Alterman, Inc.)	View
ALTEX ELECTRONICS LTD.	No R
Always Be Learning	No R
ALYNCO, LLC (HUB certified} (ALYNCO, LLC (HUB certified})	No R
AM&N Electronics, Inc	No R
Amazon Web Services, Inc. (Amazon Web Services, Inc.)	No R
Ambonare	No R
Amdocs Inc.	No R
American AVL (American Audio, Inc.)	No R
American DataBank	No R
American Digital Security	No R
American Emergency Products (AEP) (American Emergency Products (AEP))	No R
American Fire Protection Group	No R
American Fire Systems Inc	No R
American Institutes for Research	No R
American Integrated Security Group, Inc.	No R
American Integration Contractors, LLC (Noel)	No R
American Internet Services Network	No R
American Legacy Construction Group Inc (American Legacy Construction Group Inc)	No R
American Packaging I, Inc	No R
American Signal Corp	View
American Surveillance Co	No R

American Unit, Inc. (American Unit, Inc.)		No R
AmericasFavoritePrinter com		No R
Amplified IT (Amplified IT)		No R
Amplify Education, Inc. (Amplify Education, Inc.)		No R
AMSYS Innovative Solutions		Subr
AMTEK (LogixService Inc.)		No R
Amusi LLC		No R
Amy L. McCurdy and Associates, LLC		No R
AnchorOne		No R
Anderson Audio Visual (Anderson Audio Visual - Texas, LLC)	Fail	No R
Anderson LED Signs LLC (Anderson LED Signs LLC)		No R
Andrea Communications LLC		No R
Andrew's Network Enterprises, Inc. dba FilteredNet (Andrew's Network Enterprises, Inc. d ba FilteredNet)		Subr
Angelo Solutions LLC (Gabriel Fernandez)		No R
Angelo Titan Technology System (Angelo Titan Technology System)		No R
Anitized, LLC	Fail	No R
Anixter		No R
Annapurna Solutions LLC		No R
Annidale Sound, L.L.C. (Annidale Sound, L.L.C.)		View
Anonymous Alerts		No R
ANR Consulting Group, Inc.		No R
Anuvision Technologies Inc (Anuvision Technologies Inc)		Subr
AnyDesk Software (AnyDesk Software)		No R
Anytime Schools (ANYTIME INTERACTIVE, LLC)	Fail	No R
AnyWay Technologies (AnyWay Computer Co., Inc.)		View
AO3 Solutions, LLC (AO3 Solutions, LLC)		No R
AP Recruiters & Associates (Precision Staffing, Inc.)		No R
Apeiks Consulting		No R
Apex Computer Systems, Inc.		No R
Apex Learning Inc.		No R
APG Technology (APG Electric, Inc)		No R
APi Systems Group, Inc.		No R

APL nextED	No R
Apollo After School, Inc.	No R
Apollo Metro Solutions (Apollo Metro Solutions, Inc.)	No R
Apollo Office Systems (Apollo Companies Inc.)	Subr
App Maisters Inc.	No R
Appddiction Studio	View
ApplianSys LLC	No R
Applied Educational Systems, Inc.	View
Applied Video Technology Inc (Applied Video Technology Inc)	No R
Appliedinfo Partners, Inc.	No R
Appro-Rx	No R
Approved Purchasing, LLC	No R
Apptegy	No R
Aprisa Technology LLC	No R
APS Industrial Services	No R
AQUILA CUBED CONSULTING, LLC	No R
Arbala Systems, Inc	No R
Arber Inc.	No R
Arbi Pulaj	No R
Arc Global Services LLC	No R
Archangel Tablets LLC	View
Archer Integrated Systems (Archer Roseberry partners llc)	No R
Archive Data Solutions	No R
Arcsona (Arcsona)	No R
Arden Studio (ACCO Brands Corporation)	View
Ardent Technologies Inc	No R
Argent Associates Inc.	No R
Argus IT Services (Argus Partners, LLC)	No R
Argus Talent	View
Argusoft America Inc	No R
Arkansas Industrial Machinery, Inc	View
Arkansas Office Products (Pawloski)	No R

Arkansas Records Management Inc.	Fail	No R
Arkansas Sign & Neon (Honea)		No R
Ark-La-Tex Two Way (Shreveport Communications Service LLC)		No R
Armada Cloud, LLC		No R
Armodilo Display Solutions (Armodilo Display Solutions)	Warn	No R
Armored Communications LLC		No R
Armstrong Relocation		No R
Art Advertising, Inc.		No R
Artcom Associates Inc (Artcom Communications)		No R
ASAP Security Services		No R
ASC Networks USA Inc.		No R
Ascend Education		Unsu
Ascenda Services		No R
Ascendant Office Solutions (Ascendant Office Solutions)		No R
Ask IT Consulting Inc (Ask IT Consulting Inc)		No R
Asociar LLC		No R
Aspell Services, Inc. (Aspell Services, Inc.)		No R
Aspen Custom Electronics (Aspen Custom Electronics, Inc.)		No R
Aspire HR, Inc.		No R
Aspiryon, LLC.		No R
AssetGenie, Inc.		Unsu
Associated Theatrical Contractors (Associated Theatrical Contractors)		No R
Astchar LLC		No R
Atlas Consulting (Atlas Technology Consulting and Management)		No R
Atlas Learning, Inc		No R
Atmark Trading		No R
Atos IT Solutions & Services, Inc.		No R
ATP GOV LLC		Subr
ATSD Ltd Co (American Technical Service Delivery Ltd. Co.)		No R
ATSI LLC (Advanced Technological Systems Integration)		No R
Attainment Company, Inc.		View
Auburn AV (Vibez Entertainment Tech Co Inc)		No R

Audio Enhancement Inc.		Subr
Audio Optical Systems of Austin Inc		No R
Audio Video Corporation		No R
Audio Visual Aids Corp (Audio Visual Aids Co)		No R
Audio Visual Technologies Group, inc. (Acerra Technologies. Inc.)		No R
Audiosha (MRLMX Holdings, LLC)		No R
Augmentative Communication Consultants Inc		No R
Augmented Training Systems		No R
August Schools, Inc (August Schools, Inc)		Subr
AUNINC TECHNOLOGY SOLUTIONS		No R
Aura Screens Inc (Aura Screens Inc)		No R
Aurora Digital Signage		No R
Austen Consultants (Austen Consultants, LLC)		No R
Austin Hi-Tech Restoration, Inc. (Austin High-Tech Restoration, Inc.)		No R
Austin Mac Repair LLC		Unsu
Austin Tele-Services	Fail	No R
Automated Business Systems (RJ Braniff Corp)		No R
AV Design Pros		No R
AV Nation Inc. (AUDIOVIDEONATION.COM)		No R
AV Solutions Plus LLC (AV Solutions Plus LLC)		No R
Avant Systems Inc (Avant Systems Inc)		No R
Avaya Inc.		No R
Aventis Systems, Inc.		No R
Avenu Insights & Analytics, LLC		No R
AVEX		No R
AVI SPL		No R
AVI Systems, Inc.		No R
Avid Systems LLC.		No R
Avid Systems, LLC	Fail	No R
Avidex Industries LLC		Unsu
Avinext (Avinext)		No B
Avnet Infastructure Solutions (Avnet, Inc.)		No R

AVRover (Sound Video Systems of WNY LLC)	No R
AVSANT LLC (RP Tellone and Company)	No R
AvTek Solutions, Inc.	No R
Awesome Everyday	No R
Axelliant, LLC	Subr
Axigent Technologies Group Inc	No R
Axiom IT Solutions (Axiom IT Solutions)	No R
Axtion Technology	No R
Azavar Audit Solutions, Inc.	No R
AZBELL Electronics	No R
AZTEC SOFTWARE ASSOCIATES, INC (AZTEC SOFTWARE ASSOCIATES, INC)	No R
Azumo LLC (Azumo LLC)	No R
B and H Foto & Electronics Corp.	View
B&J electrical (B&J electrical)	View
Bacallao Enterprises INC	No R
BahFed Corp	No R
Bak USA	No R
Bald Eagle Striping & Sealcoating	No R
Ballard & Tighe, Publishers (Educational IDEAS, INC)	No R
Ballou Fire Systems (Ballou Fire Systems)	View
Bansar Technologies Inc	No R
Barbizon Lighting (Barbizon Electric Co., Inc.)	No R
Barcodes Inc (Barcodes LLC)	No R
Barcom Technology Solutions (Jet Web Communications)	No R
Bark Technologies, Inc.	No R
Barons Inc.	No R
Barracuda Networks, Inc.	No R
Bartos Industries	No B
Bass Computers, Inc.	No R
BAT Security (North Texas Fire & Security, Inc.)	No R
Batteries Plus Bulbs (SYDMOR, Inc.)	No R
Batteries Plus Bulbs 354 (vy batteries of mcallen llc)	No R

Baudville Inc, (dba IDville)		No R
BBVA Compass		No R
BCS Performance Solutions (Building Controls and Services, Inc.)	Fail	No R
BCS,INC (Business Communications Systems, Inc)		View
BDJtech (J. Sweigart Inc)		Subr
Bearcom (Bearcom)		No R
Beckwith Electronic Engineering Company		No R
Beereaders (Beereaders)		No R
Belkin International		No R
Belknap Plumbing Systems Inc (Belknap Plumbing Systems Inc)		View
Benchly, Inc.		No R
BenchmarkONE K12 (BenchmarkONE K12)		No R
Benken's Sign Company LLC		No B
Bennett Management Solutions, LLC		No R
Bensberg Pro Audiovisual		No R
Berkeley Research Group (Berkeley Research Group)		No R
Berry Dunn McNeil & Parker, LLC (BerryDunn)		View
Best Buy For Business (Best Buy Stores, L.P.)		No R
Best Fire Protection (Best Fire Protection, LLC)	Fail	No R
Better Speech LLC (Better Speech LLC)		No R
Beyond Controls (Beyond Controls Inc.)		Unsu
Beyond Driven Technologies (Beyond Driven Technologies)		No R
Bibliotheca, LLC		No R
BidPrime		View
Bienenstock Natural Playgrounds Inc. US		No R
Big Blue Products, Inc. (Big Blue Products, Inc.)		No R
Billingsley Education (Billingsley Education)		No R
Binyod LLC		No R
BioFit Engineered Products Limited Partnership		No R
Bio-Rad		No R
Birch Cline Technologies		Subr
BIS Digital (Business Information Systems)		No R

Bison Controls, LLC (Bison Controls, LLC)		No R
BIT Direct		No R
Bits Technical Corporation		No R
BiTS4BYTE		No R
Biway Media		No R
Biz Web Shop (Troxler Inc.)		No R
BizSupplies		No R
BJackson Enterprises LLC		No R
BK Interactive LLC (Boardworks Education)		No R
BKTB Group, Inc dba MC Austin		No R
Black Rock Technology Group		No R
Black Shield Group LLC		No R
BLACKBOARD INC.		No R
Blackfin Sports Consulting LLC		Subr
Blackhawk Group, LLC		No R
BlackHawkData		No R
Blackshear Central LLC	Fail	No R
BLAIR COMMUNICATIONS, INC.		No R
Blank Technologies Corp	Fail	No R
BLCCS LLC		Unsu
Bledsoe Corp (Anthony Bledsoe)		No R
B-Line Medical, LLC		No R
Blinqdata LLC		No R
Blocksi Inc. (Blocksi Inc.)		No R
BloomBoard, Inc. (BloomBoard, Inc.)		No R
Bloomz		No R
Blue Engine Inc		No R
Blue Fish Worx, L.P.		No R
Blue Hill Data Services (Computer Technologies U.S.A. LLC)		No R
Blue Iron Technologies		No R
Blue Layer (localLINUX, Inc.)		No R
Blue Line Consulting & Safety Services		No R

Blue Lynk, LLC	No R
BLUE NEXTGEN GLOBAL DATA (BLUE NEXTGEN GLOBAL DATA)	No R
Blue Plains Technology, LLC	Subr
Blue Refuge LLC	No R
Blue Sky Technologies LLC	No R
Blueprint Systems LLC (Blueprint Systems LLC)	No R
Bluerange Technology	No R
BlueRock CG, LLC (BlueRock CG, LLC)	No R
Bluewave Security (Bluewave Security)	No R
Bluff City Electronics (Bluff City Distributing)	No R
BMCTEX ENTERPRISES LLC	No R
BMI Imaging Systems, Inc.	No R
BNED LoudCloud LLC (BNED LoudCloud LLC)	No R
Bock Technologies Inc.	No R
Bonadio & Co., LLP	No R
Book Systems, Inc.	No R
Bookbinding & Laminating Inc	No R
Boom Learning (Omega Labs Inc)	Subr
BOOSTERS, INC	No R
BorderLAN	No R
BOSS Solutions (BOSS Solutions)	No R
BPTechnical Services (dba:BPTS) LLC (BPTS LLC)	No R
Brain Hive (PDI Education LLC)	No R
BrainBox AI (BRAINBOX AI US, LLC)	View
Brainchild	No R
BrainPOP LLC	No R
Braver Technology (Braver Technology)	No R
Braxton-Grant Technologies, Inc.	No R
Brazos Media Technologies LLC	No R
Breathe In Technologies LLC	No R
Brenda Wilburn Special Education Consulting	No R
Bretford Manufacturing, Inc.	No R

Bricktown Technologies, LLC (Results Computers, LLC)		No R
BridgeTower Media/DJC Project Center		No R
Brigade Electronics		No R
Bright Telecommunications (Bright Telecommunications, LLC)	Fail	No R
Bright White Paper Co		No R
BrightBytes (BrightBytes)		No R
Brighten Technology Solutions		No R
BrightLeaf Group, Inc.		View
BrightThinker, Inc.		View
BrightWatch LLC		No R
BriteRain Ventures, LLC		View
Broadmoor Consulting, LLC		No R
Brooks Duplicator Company		No R
BrooksComm (BrooksComm)		No R
BryComm, LLC		No R
BTek Holdings LLC		No R
BTG Products (Buffalo Technology Group, Ltd.)		No R
BTX Building Services, LLC		No R
Buck AV		No R
Build With Robots		Subr
Building Systems Integrators		No R
Buildingeye, Inc.		No R
bulb Inc.		No R
Bulwark Fire Protection LLC		View
Bump Armor		No R
Buncee LLC		No R
Burgeon IT Services LLC		No R
Burris, Inc.		No R
Burrow Library Services		No R
busHive (busHive)		No R
Business and Financial Management Solutions, LLC		No R
Business Communications, Inc.		No R

Business Furniture Inc.	No R
Business Impressions	No R
Business IT Service Corps, LLC	No R
Business Partner Solutions, LLC	No R
Business Solutions Technology (MHR Assets LLC)	No R
BuzzClan LLC (BuzzClan LLC)	No R
ByteSpeed	No R
BZ DEFENSE LLC	No R
C & N Computer Services	No R
C and C Group	No R
C and R Services (Rackley Services LLC)	No R
C Squared Networks	No R
C&C Detection Technologies and Barriers, Inc. (C&C Detection Technologies and Barriers, Inc.)	No B
C2Engineer, Inc. (C2Engineer, Inc.)	View
C2S Technologies Inc.	No R
Cable Com Inc	Subr
Cable Matters Inc. (Cable Matters Inc.)	No R
Cable Source (The Cable Source Ltd.CO)	No R
Cabling and Wireless Solutions (Cabling and Wireless Solutions of TX INC)	No R
Cadan Assistive Technologies (Cadan Corporation)	No R
CADS Technical Services LLC (CADS Technical Services LLC)	No R
CAE Healthcare, Inc.	No R
CalAmp - Synovia LLC	No R
CalAmp Corporation	No R
California Creative Solutions Inc. (dba CCS Global	No R
California Media Solutions Inc (California Media Solutions Inc)	No R
Call One, Inc	No R
CALLS PLUS (New Orleans Teleport, Inc.)	No R
Camatic Seating Inc.	No R
Cambay Consulting LLC (Cambay Consulting LLC)	No R
Cambridge University Press (Cambridge University Press)	No R
Camcor, Inc.	No R

Camino Information Services (Inoditech, LLC)	No R
CANAM Wireless LLC	No R
Cannon IV of Texas, Inc.	No R
Canon Solutions America Inc	No R
Cantore Box Cabinet and Maintenance, Inc.	View
Capitol Electronics, Inc (Capitol Electronics Sales Inc)	No R
Capitol Energy Systems	No R
Capitol Systems, Inc.	No R
Capricorn Diversified Systems, INc.	No R
Carahsoft Technology Corporation	Subr
Cardinal Tracking, Inc.	No R
Care First Medical, INc.	No R
Carlisle Life Products LLC	No R
Carnegie Learning, Inc. (Carnegie Learning, Inc.)	Subr
Carolina Microwave Associates, Inc. (Carolina Microwave Associates, Inc.)	No R
Carousel Industries	No R
Carousel Industries of North America Inc	No R
Carrier-1 Data Centers (Carrier-1 Round Table, LLC)	No R
Carter Books and Supplies	No R
Cartodyne LLC	No R
Cartridge Discounters	No R
Cartridge Technologies dba: CTI	No R
CAS Severn (CAS Severn)	No R
CASE Systems, Inc.	No R
CASO Document Management (CASO INC)	No R
Castleberry Services, Inc.	No R
Catalyst Data Solutions, Inc	No R
CatapultK12 (CatapultK12)	No R
Caytan	No R
CBM Technology (Computers for Business Management)	No R
CBTS Technology Solutions LLC	No R
CCNBI, Inc.	Subr

CCS Presentation Systems (BUCKEYE TECHNOLOGY SOLUTIONS)		No R
CDE Tech Solutions (C.D.&E. Tech Solutions LLC)		No R
CDI Computer Dealers Inc		View
CDI Dallas		No R
CDO Advisors		No R
CDR Global Inc (Computer Dealers & Recyclers Global, Inc)		No R
CDS Parts (CDS Micro Systems, LLC)		No R
CDW Government LLC		No R
cébé IT & Knowledge Management		No R
CEC Facilities Group	Fail	No R
Cell Tech Inc (Cell Tech Inc)		No R
Cellteks		No R
Cellular Accessories for Less		No R
cellular data solutions		No R
Cenmed Enterprises, INC (Cenmed Enterprises)		View
Centegix LLC (34ED)		Subr
Centennial Arts		No R
Center for the Collaborative Classroom (Center for the Collaborative Classroom)		No R
Centex Technologies (Remedy Technological Services, L.P.)		No R
Central Florida Wiring		No R
Central Specialty Supply, LLC		No R
Central Technologies Inc (Central Knox)		Subr
CentralSquare Technologies, LLC		Subr
Centratel (Centratel Services International Inc.)		No R
Centre Technologies Inc		Subr
centurylink		No R
CENTURYLINK COMMUNICATIONS LLC dba A LUMEN COMPANY		No R
Certica Solutions, Inc.		No R
CESCO INC		No R
Cetrix Technologies LLC (Cetrix Technologies LLC)		Subr
CGI Technologies and Solutions Inc		No R
Chalks Truck Parts		No R

Challenge Office Products		View
Character Development & Leadership		No R
Charter Communications Inc	Fail	No R
Charter Textbooks (Mark My Words, LLC)		No R
Charter Textbooks, Walker Bookstore, Alliance Book Services (Mark My Words LLC)		No R
CHASE NETWORK SERVICES, LLC (CHASE NETWORK SERVICES, LLC)		Subr
CHECK MY UNIVERSE, LIMITED LIABILITY COMPANY (CHECK MY UNIVERSE, LIMIT ED LIABILITY COMPANY)		Subr
Checkpoint Services Inc		No R
Chenega Corporation		No R
Chess at Three (Chess at Three)		No R
Child Champ Photogrraphy (Jody Goldstein)		No R
Choicecomm, LLC		No R
Chris in the Classroom		No R
CHRISTAL VISION (1952)		No R
Chrome Pilot		No R
Chromebookpartscom (PC Parts Plus, LLC)		Subr
ChromeHero LLC		No R
Ciber Global, LLC (Ciber Global, LLC)		No R
Cielo Networks		No R
Cielo Systems (Cielo Systems International)		No R
Cirdna Consulting		No R
CirrusXChange		No R
CITSmart Corporation		No R
Civic Solutions Group, LLC (Civic Solutions Group, LLC)		No R
CivicPlus LLC (CivicPlus, LLC)		Subr
CJIS GROUP LLC (CJIS GROUP LLC)		No R
Claridge Products and Equipment, Inc.		No R
Clarium Managed Services (Sunshine Computers & Software Inc)		Subr
CLARKPOWELL (CLARKPOWELL)		No R
ClarusTec, Inc.		No R
Class Measures, Inc.		No R
ClassLink Inc		No R

Classtime (Pollock Technologies, Inc.)		No R
Clean Surface LLC		No R
Cleanint, LLC		No R
Clear Choice Technical Services (Clear Choice Technical Services, LLC)		No R
Clear Sky Group, LLC		No R
Clear Technologies Inc.		No R
Clear Touch Interactive		No R
Clear Winds Technologies, Inc.		No R
ClearGov, Inc.		No R
ClearOne (ClearOne, Inc.)		No R
ClearPointe	Fail	No R
Clermont Printing & Office Products (Clermont Printing Inc.)		No R
Clever Guys Media LLC		No R
CleverBooks Limited (CleverBooks Limited)		No R
CLH International, Inc.	Fail	No R
ClientFirst Technology Consulting (ClientFirst Technology Consulting)		Subr
ClimaGuard		No R
Climatec LLC		No R
Climax Investors (Climax Investors)		No R
Clinical Automation Solutions		No R
Cloud Driven Solutions (Cloud Driven Solutions)		No R
Cloud Fusion Technologies Inc.		No R
Cloud Ingenuity (Cloud Ingenuity)		No R
Cloud Unity (Cloud Unity LLC)		No R
CloudGavel LLC		No R
CLOUDSEAC LLC		No R
CLS Sewer Equipment Co. Inc.		No R
CLS Technology Inc.		No R
CLV Services		No R
CM3 Building Solutions, Inc.		No R
CMC Neptune (CMC Neptune LLC)		No R
CMC Network Solutions		No R

CMI Time Management LLC (Control Module Inc)		No R
CMIT Solutions of Austin Southwest (kokoro services llc)		View
CMRS Solutions, LLC		No R
CMS Communication LLC		No R
CMS Communications		No R
CNC Pro Audio Video		Subr
CoachComm, LLC		View
Coast To Coast Computer Products, Inc.		No R
codeMantra U.S. L.L.C. (codeMantra U.S. L.L.C.)		No R
CodeREV Kids		No R
Cogent Communications		No R
Cogent Communications Inc		No R
COGENT Infotech Corporation		No R
Cognistx (Cognistx)		No R
Cognitell (Ecodata Analytics, LLC)		No R
Cognixia (Cognixia Inc)		No R
Cognizant Technology Solutions		No R
Coherent Cyber, LLC		No R
Coitcom Satellite Services Inc (Salangsang)		No R
Colbi Technologies, Inc		No R
COLEXAS DIGITAL INC		No R
Coley and Associates		No R
Collaboration Solutions Group, LLC		No R
Collaborative Solutions		No R
Collegiate A/V	Fail	No R
CollegiateZone Enterprises, L.P.		No R
Collins Solutions LLC	Fail	No R
ColorID, LLC		No R
Columbia Advisory Group, LLC		Subr
Comar Technologies, Inc.		No R
Combat Communications (Blue Sun Brewing)		No R
Combs Consulting Group LP		No R

COMHOME Technology Solutions LLC (COMHOME Network Solutions)	No R
Commenco	No R
Commercial Building Systems, Inc.	No R
Commercial Electric, Inc.	No B
Commercial Sales & Service, Inc.	No R
Commercial Technology Contractors Inc.	No R
Commercial Technology Group, LLC	Subr
COMMONWEALTH COMP/TX DIR SLG (COMMONWEALTH COMP/TX DIR SLG)	No R
CommSurvIT	No R
Communication Concepts (Communicon, Ltd)	No R
Communication Specialists Contracting	View
Communication Systems Int. LLC DBA CSI	No R
Communication Technologies Inc	No R
Communications Etc. (Communications Etc., Inc.)	No R
Communications Technologies Inc	No R
Communications Technologies, Inc. (Communications Technologies, Inc.)	Subr
COMPanion Corporation	No R
CompassLearning, Inc.	No R
Complete Computing Solutions (Complete Computing Solutions)	No R
Complete Computing, Inc	No R
Complete Integrated Solutions (Complete Integrated Solutions)	No R
Complete Records Management Inc	No R
Complete Tablet Solutions	No R
CompNova (CompNova LLC)	No R
CompQsoft,Inc.	No R
COMPREHEND (Blue Learning)	No R
Compsys, Inc. (Computer Systems and Services, Inc.)	No R
CompuCycle Inc	No R
COMPU-DATA INTERNATIONAL, LLC	View
Compugen Education (Compugen Finance Inc)	No R
CompuScholar, Inc.	No R
Computer Care, Inc.	No R

Computer Information Systems Inc. (Computer Information Systems Inc.)	No R
Computer Power Solutions of Illinois Ltd.	View
Computer Rescue (CRSA Computer Rescue)	No R
Computer Sales & Services (Computer Sales & Services)	No R
Computer Solutions (Great South Texas Corp)	No R
Computer Solutions Inc (DB Computer Solutions)	No R
Computer Store 1 (Enterprising Resource Inc)	No R
Computer Wholesale Products of America, Inc. (CWPA Inc) (Computer Wholesale Products of America, Inc. (CWPA Inc))	No B
COMPUTERSUPPLIES.COM (PASHUPATI LTD)	No R
Compu-Vision Consulting Inc	No R
Comrade Web Agency (CF Style Inc.)	No R
COMTEC INFORMATION SYSTEMS	No R
Comware (Comp-E-Ware Technology Associates, Inc.)	No R
CONCIERGEpad LLC	No R
Concise Networks, LLC (Concise Networks, LLC)	No R
CONDRA COMMUNICATIONS	No R
Co-nexus Communication Systems (Co-nexus Communication Systems)	No R
Conference Technologies, Inc.	No R
Connect Technologies	No R
Connect Technology Group (Connect Technology Group, LLC)	No R
Connected Cities Integrators, Inc.	View
Connecting Point Computer Center (Duke Enterprises Inc)	No R
Connections Wizards, LLC	No R
Connectivity Source (Lipsey Communications LLC)	No R
Conquest Consulting LLC (Conquest Consulting LLC)	No R
Constant Technologies, Inc.	View
Constellation Energy (Pear.ai)	Unsu
Constituent Outreach Consultants, Inc.	No R
ConstructConnect	View
Constructech of America LLC	No R
ContactEngine Inc.	No R
ContentActive, LLC	No R

ContentKeeper Technologies	View
Continental (The Continental Press Inc)	No R
Continental Wireless Inc	Subr
Continuant (Continuant)	No R
Contract Furniture Company	No R
Control Products (CP Distributors LLP)	No R
Control Systems Solutions, Inc.	No R
Convergence Cabling, Inc	View
Convergence Technologies	No R
Convergent1 Think Results (Scardello and Associates LLC)	No R
Convo Technologies	View
Coolhead Inc. (Coolhead Inc.)	No R
Copy Products Imaging (CPI)	View
COPY TECHNOLOGIES, INC	No R
Core Learning Exchange	No R
CORE Office Interiors (CORE Office Interiors)	No R
CorePartners	No R
CoreRecon (CoreRecon, LLC)	No R
CoreTech Leasing, Inc. (CoreTech Leasing, Inc.)	No R
Coretek Services (Coretek Inc.)	No R
Corporate Business Systems (Corporate Business Systems of Missouri Inc)	No R
Corporate Technology Solutions LLC	No R
Corus360 (Corus Group LLC)	No R
COTG (Chicago Office Technology Group,INC.)	No R
Cott Systems, Inc.	No R
CounterTrade (CounterTrade Products, Inc.)	No R
Courtesy Wireless LLC	No R
Covenant Communications	No R
CPR Cell Phone Repair (FORBEL Enterprises, L.L.C.)	No R
CPRI Group (Capital Protection Resource Inspection Group)	No R
Craftsman Printers, Inc. (Kirkpatrick)	No R
CRECER SOLUTIONS LLC	No R

CReed Global Enterprises (CReed Global Media & Production)		No R
Crick Software, Inc.		Subr
Crimson Medical Solutions, LLC		View
Crisis Prevention Institute, Inc. (Crisis Prevention Institute, Inc.)		No R
CrisisGo Inc. (CrisisGo Inc.)		No R
critical edge inc.		No R
Critical Start (Critical Start)		No R
Cross Country Communications (Cross Country Communications, Corp.)		View
Crosswind Communications LLC		No R
Cross-Wired Computers		Unsu
CrownTV		No R
Crystal Delta Pty. Ltd.		Unsu
CSI Programming & Consulting Inc		No R
CSI: Lubbock Communication Services and Installation (Hohenberger, Inc.)		View
CSRS, Inc.	Fail	No R
CTGG,Inc (CTG,Inc)		No R
CTL (Computer Technology Link)		No R
CTS Group (CTS Group)		No R
CUEBLUE LLC		No R
Culturally Connected Communications		No R
Cumulus Global (Horizon Info Services, LLC)		View
CumulusGlobal (Horizon Info Services, LLC)		No R
Cuna Supply LLC		No R
Cupcake Quilts, LLC		No R
Curriculum Advantage, Inc		Subr
Curtis H Stout Inc		No R
Curtis Stout A/V		No R
Curvature LLC (NHR Newco Holdings LLC)		No R
CUSTOM EDUCATIONAL FURNISHINGS		No R
Custom Electronics Inc.		No R
Custom Network Solutions (Custom Network Solutions, Inc)		No R
Custom Websites to Go		View

CX2 Inc		View
CXtec (CABLExpress Corporation)		No R
Cyber Defense Labs (Cyber Defense Labs, LLC.)		No R
Cyber One Solutions, LLC.		No R
Cyber Rhino Solutions LLC		No R
Cyber Watch Systems LLC		No R
CyberDefenses (CyberDefenses, Inc.)		View
Cyberlinks		No R
Cybernetics (Contemporary Cybernetics Group, Inc.)		No R
Cybersoft Technologies, Inc.		No R
CyberZeon Technology Group LLC		No R
Cyclotron, Inc (Cyclotron, Inc)		No R
Cynergy Technology (Computerland Network Technologies)		No R
Cypher Learning (Cypher Learning)		No R
Cytek Media Systems, Inc. (Alan Apel)		No R
D.I.S.C. (Dynamic Information Solutions Company, Inc.)	Fail	No R
D3 Security	Fail	No R
DADE TECHNOLOGY SOLUTIONS LLC (DADE TECHNOLOGY SOLUTIONS)		View
Dailey Solutions		No R
DAISY I.T. SUPPLIES, SALES & SERVICE (DAISY WHEEL RIBBON CO. INC)		No R
DakTech		No R
DallasRay.com, Inc. (DallasRay.com, Inc.)		No R
Daly Computers, Inc.		No R
DandR Corp (DandR Corp)		No R
Dark Web Advisors (Dark Web Advisors)		No R
Dascom Americas		No R
DashCo LLC		No R
Dashlane (Dashlane USA Inc.)		No R
DasNet Corporation (DasNet Corporation)		No R
Data Agility Group, Inc.		No R
Data Connect (Data Connect Enterprise, Inc)		No R
Data Meaning Services Group Inc (Data Meaning Services Group Inc)		No R

Data Memory Systems Inc		No R
Data Network System		No R
Data Projections Inc.		No R
Data Shark Technologies		No R
Data Source Media		No R
Data443 Risk Mitigation Inc		No R
DataDefense Partners		No R
DataDesign Solutions		No R
Datalink Networks		No R
Datamatics Global Services, Inc		No R
Datamax Inc.		No R
DataScout, LLC		No R
DataSpan Holdings Inc.		No R
DataVox (DataVox, Inc)		No R
DataWalk (DataWalk)		No R
Datawind Inc		No R
Datrium, Inc	Fail	No R
Datto		Unsu
David D. Rowley & Associates		No R
Davis Publications, Inc.		No R
Daze Printer Products DBA Ink Direct USA, LLC		No R
DBISP, LLC (DBISP LLC)		Subr
DCS Telecom		No R
DDL Business Systems, LLC (DDL Business Systems, LLC)		No R
DeBoard Electronics		No R
Decision Information Resources, Inc. (Decision Information Resources, Inc.)		No R
Decision Support Group, LLC		No R
DecisionEd Group, Inc		No R
Decoulant Inc		No R
Deeloh Technologies, LLC (Deeloh Technologies, LLC)		No R
DeepDive-Analytics (Galaxy Solutions LLC)		No R
Defenz Special Systems LLC		No R

Defiance Industries, LLC		No R
Defined Learning		No R
Def-Logix, Inc.		Subr
Deftech (High Definition Technologies)		No R
DeHart Air Conditioning and Electronics Inc.		No R
Delcom Group		No R
DELEDAO Technologies Corp		No R
Dell Marketing, LP (Dell Marketing, LP)		No R
Deloitte Consulting LLP		No R
Delta Computer Experts		No R
Delta Office Products (Goosa Distributing Inc)		No R
DeltaWare Inc		Subr
Deltek (Deltek)		No R
Depco Enterprises, LLC		View
Dependable Staffing (Dependable Business Solutions)		No R
Desai Distributions LLC (Desai Distributions LLC)		No R
Design Manufacturing LLC		View
DETEL Computer Solutions, LLC (DETEL Computer Solutions, LLC)	Warn	No R
Devicewear		No R
DeVore Group Inc.	Fail	No R
Dewey Inc.		No R
DFW Communications Inc		No R
DgFlick USA		No R
DGR Systems		No R
DGR United		No R
DGX Security (DGX Security)		No R
DHE Computer Systems LLC		No R
DHE Computer Systems, LLC		No R
Diamond Business Services, Inc (Diamond Business Services, Inc)		Subr
Dice Communications, INC		No R
Didax, Inc.		No R
Digi Security Systems (Digi Security Systems, LLC)		No R

Digital Ally, Inc.	Subr
Digital Archive Technology	No R
Digital Boundary Group Inc	No R
Digital Connections, Inc. (DCi)	No R
Digital Data Imaging LLC	No R
Digital Defense, Inc. (Digital Defense, Inc.)	No R
Digital Display Solutions, Inc (Digital Display Solutions, Inc)	No R
Digital Gadgets Medical LLC	No R
Digital Highway Incorporated	No R
Digital Realty (Digital Realty Trust, Inc.)	No R
DIGITAL RESOURCES, INC.	No R
Digital Theatre US LLC	No R
Digital Theatre+ (Digital Theatre+)	No R
Digital Voice Data, Inc. (Digital Voice Data, Inc.)	No R
Digital World Audio Visual (DWP-AV, LLC)	No R
DigitalDesk, Inc.	No R
DigitalGenetix	View
Diligent Corporation	No R
Diltex Inc	No R
Direct Technology (DirectApps, Inc.)	No R
Direct Technology Group Inc	No R
DirSec, Inc.	No R
Discount Electronics (First E-Commerce Inc.)	No R
Discount Imaging Cartridge on Wheels Tech Assurance (Discount Imaging Franchise Cor p.)	No R
Discount PC (Evergreen Electronics)	No R
Discount School Supply (Early Childhood LLC)	No R
Discount Two-Way Radio Corporation (Discount Two-Way Radio Corporation)	View
Discover Video LLC	No R
Discovery Education, Inc.	No R
Discovery Information Technologies, Inc.	No R
Discovery Maker (PANOPTiK Compliance Solutions)	No R
Diskriter Inc	No R

DISYS Solutions, Inc.		View
Diverse Imaging Inc.		No R
Diverse Mobile Technologies LLC		No R
DLT Solutions, LLC		No R
DLZP GROUP LLC (DLZP GROUP, LLC)		No R
DM Tech Solutions (Dorris)	Fail	No R
DMI Technologies Inc (DMI Technologies Inc)		No R
DNS Texas		No R
DOC Imaging		No R
doc2e-file, Inc.		View
Docu Scan Guys (Docu Scan Guys)		No R
Document Logistix (Document Logistix)		Subr
Document Technologies (Lutgen and Associates)		No R
DocuNav Solutions (VP Imaging Inc.)		No R
Domain Technology Solutions		No R
Don't Click Consulting		View
Doral Digital Reprographics Corp		No R
Double Line Inc		Unsu
Dougan Environmental Control Inc.		No R
Dowley Security Systems (Dowley Security Systems)		Subr
DPMOS		No R
DPS Telecom (Digital Prototype Systems Inc.)		No R
DPSI, LLC. (Digital Print Solutions International, LLC.)	Fail	No R
DRC Systems USA, LLC.		No R
Dream Ranch Office Supplies (Dream Ranch LLC)		No R
DREAMBOX LEARNING, INC. (DREAMBOX LEARNING, INC.)		Unsu
Driven Security		Subr
Driven Technologies of MSA		No R
Driver Technology Consulting, LLC		No R
Dropbox, Inc (Dropbox Incorporated)		No R
DRS Imaging of Texas Inc.		No R
DrumFIT USA Corporation		No R

DSC (Design Security Controls LLC)		No R
DSI LTD (Detection & Suppression International LTD)		No R
DTC Computer Supplies		No R
DTEL Communications inc		No R
DukeSys (DukeSys)		No R
DVO-USA INC.		No R
DW Solution	Fail	No R
DYMEC (DYMEC)		Subr
Dynamic Computing Services (DCS) Corp		No R
Dynamic Ideas Routing (Dynamic Ideas LLC)		No R
Dynamic Preparedness Services		No R
Dynamism Inc.		No R
DynaStudy, Inc.		No R
DynEd International, Inc.		No R
E D I Communications		No R
E Logic Inc		No R
E Zee Electronics (E Zee Electronics)		No R
E1 Energy Saving Technology (Eagle First, Inc.)		No R
E2 Optics, LLC		No R
EarthWalk Communications, Inc.		No R
East Coast Awakening LLC (ECA East Coast Awakening, LLC)		No R
East Point Consulting PC		No R
East Texas Copy Systems (East Texas Copy Systems, Inc.)		No R
East Texas Lighthouse for the Blind		No R
EBSCO Industries		No R
ECA by Dekko (Premier Manufacturing Group)	Fail	No R
eCampus Systems (Figtree Technologies Inc)		No R
eChalk, Inc.		No R
Echo Environmental, LLC		No R
eCIFM Solutions Inc. (eCIFM Solutions Inc.)		View
ECM Today! - a CASO llc company		No R
Eco Toner Austin (Aactum LLC)		No R

EcoSmart (Dwight Eaton)	No R
ECR Sales & Service, Inc.	No R
ECS Learning Systems (Asteria Education, Inc.)	No R
eCuras Limited Liability Company	No R
ECXSystems LLC	No R
Ed Publishing (Ed Publishing and Consulting)	No R
ED Tech Depot	No R
Edafio Technologies (Edafio Technologies, LLC)	No R
Edbrix Inc (Edbrix Incorporated)	No R
EDCO Education Consultants Inc	No R
EDforTech Corp	No R
Edge Smart Solutions (Harris Browne Consulting LLC)	No R
Edgeium, Inc	Subr
Edgenuity Inc.	No R
EDI360 USA, Inc	No R
Edibon-USA, LLC	No R
EDL US, LLC (EDYNAMIC LEARNING)	No R
Edlio	Subr
Edmentum Holdings, Inc. (Edmentum, Inc.)	No R
Edpuzzle, inc.	No R
EdTech RX	No R
EDU Specialist	No R
Educate-me.net (Garden State Micro, Inc.)	No R
Education 2000 (Douglas E. Pennekamp)	No R
Education Management Systems Inc	No R
Education Networks of America	Subr
Education Partners Solution Inc	No R
Education Safety Solutions (Direct Safety Solutions)	No R
Education Technologies, Inc.	No R
Educational Networks (Educational Networks)	No R
Educational Resources (Sunburst Digital Inc.)	No R
Educational Service Solutions	No R

Educational Yard (Educational Yard, LLC)	No R
Educators Depot Inc	No R
Edulink Systems, Inc.	No R
Eduloka Ltd. (dba inLumon)	No R
Eduphoria	Subr
Eduporium (Eduporium)	No R
EduProject ELL LLC	View
Edusmart (Learn-Ed LLC dba Edusmart)	No R
EduTech Inc. (EduTech Inc.)	No R
Edutek Solutions, LLC	No R
Edu-Together (Edu-Together)	No R
Efficient Facilities International	No R
EFFORT Staffing	No R
eFileCabinet (eFileCabinet)	View
EGM Tech (EGM, Inc.)	No R
E-hallpass by Eduspire Solutions (E-hallpass by Eduspire Solutions)	View
Elan Moyal (Elan Moyal)	No R
Election Systems & Software	No R
ELECTRONIC RESPONSIBLE RECYCLERS, LLC	Subr
Electronic Systems Technologies, Inc	No R
Electro-Optical Technologies, Inc.	No R
Element Learning Management Solutions (Skinny Cat Software)	No R
Elevate BDG (Elevate BDG)	No R
Elevate Strategies LLC	No R
Elevated Experts (Elevated Experts)	No R
ELITE Cloud IT Consultant	No R
Elite Core Audio (Elite Core Enterprises LLC)	No R
Elite Customer Centered Solutions of New Mexico, LLC	Subr
Elite Solutions Inc	No R
Elite Utility Services Inc	No R
Elliot (Okiwelu)	No R
ElstonAire Inc. (A/C Geeks)	No R

elumicor inc.		No R
EMC Corporation		No R
Emerald Coast Vision Aids, Inc.		View
Emergency CallWorks		No R
Employee Based Systems LLC		No R
empoWEr-TCASE		No R
Empyra.com, Inc.		No R
EMS LINQ Inc (SRC Solutions Inc EMS LINQ Inc)		No R
Emtec Inc	Fail	No R
En Pointe Technologies Sales LLC		No R
ENCON Systems, Inc.		View
Encore Technology Group (Encore Technology Group)		View
Encyclopaedia Britannica, Inc. (Encyclopaedia Britannica, Inc.)		No R
Endex of Oklahoma, Inc (McCown)		Subr
EnergyWatch LLC	Fail	No R
Engage Communication Inc. (Engage Communication Inc.)		No R
engage2learn (Engage! Learning, Inc.)		No R
Engaged Learning Solutions, Inc.		No R
Engaged Systems		No R
Engineered Cooling Services		No R
En-Net Services		No R
Enplug, Inc.		No R
Enseo, Inc		No R
Entec Solutions LLC (Entec Solutions LLC)		No R
Enterprise Computing Services, LLC (Eddins)		No R
Enterprise Security Solutions of Texas (Enterprise Security Solutions of Texas, Inc.)		No R
Enterprise Systems Corporation		No R
Enterprise Technology Solutions, Inc		No R
Entourage Yearbooks (Entourage Imaging)		No R
Entre Solutions (Patcomp Inc.,)		No R
Entronix, LLC		No R
Envoy Managed Services, LLC.		No R

EOLA POWER LLC	No R
EOS Technologies (Eastern Office Supply of Upstate NY, Inc.)	No R
EP TECHWORKS, LLC (Brahs)	Subr
Epic Decisions, LLC (Epic Decisions, LLC)	No R
Epicenter Productions, LLC	View
Epoch Sales (Wholesale Technology Inc)	No R
EPR Creations LLC	No R
ePro, LLC	No R
EPRS Services, Inc.	No R
ER Assist Inc	No R
E-Rate Central (Tel/Logic Inc.)	No R
E-RATE FIRST LLC (E-RATE FIRST LLC)	No R
Erecycler LLC (Erecycler LLC)	No R
EREFLECT INC	No R
eReplacements, LLC (RMA)	No R
ERFA Group LLC	No R
Eric Rob & Isaac Inc.	View
ESA Solutions LLC	Subr
ESC Brands LLC (ESC Brands LLC)	View
Escape Rooms Teaching Classrooms (Get Out Escape Room) (Get Out Escape Room E ntertainment)	No R
Eschenbach Optik of America, Inc.	No R
eScholar (eScholar)	No R
eSolutionsGroup	No R
Esolvit, Inc.	No R
eSpark, Inc.	Unsu
esped.com, Inc.	No R
Esphere Network LLC (Esphere Network LLC)	No R
Essendant	No R
Essential Business Solutions (Essential Business Solutions Limited Liability Company)	No R
Essential Cyber Solutions (Essential Cyber Solutions)	No R
Essential Network Technologies (Essential Network Technologies)	No R
EST Group, LLC	No R

ESTEEM Journey (ESTEEM Journey)		No R
eTech Parts Plus		No R
Eternal Media Solutions LLC (Eternal Media Solutions LLC)		No R
Etex Communications LLC		No R
Etica, Inc. dba VM Racks (Etica, Inc. dba VM Racks)		No R
EVACOMM CORPORATION		No R
Everlink LLC		View
Everon Clean	Fail	No R
Eversan, Inc.		View
Evertek Computer		No R
EveryDay Labs (In Class Today, Inc.)		No R
Everyday PC		No R
Evolve Holdings Inc		No R
EvolveIP		No R
Evolvers Group (Evolvers Group)		No R
EvoText		No R
EWGCS Inc. (EWGCS)		No R
Ex3 Facility Solutions, LLC (Ex3 Facility Solutions, LLC)		No R
Excelsior Solutions LLC		No R
ExCyte Solutions (Excyte Solutions, LLC)		No R
Executone of Louisiana (EXECUTONE OF CENTRAL LOUISIANA INC)		Subr
Experimac (Malachi National Corporation)		No R
Explain Everything Sales Inc		No R
ExploreLearning, LLC		No R
Exploros, Inc. (Exploros, Inc.)		No R
Extraco Technology		No R
Extreme Networks		View
E-Z DECORATOR (cheryl howard)		No R
EZ Task (ezTask.com, Inc.)		No R
EZ Tech		No R
e-Zest Solutions Inc		No R
EZ-Robot (National Robots Inc)		No R

F.A. Technologies		No R
F.A.S.T. Solutions (F.A.S.T. Solutions)		View
Facilities Management eXpress - FMX (Facilities Management eXpress)		Subr
Facility Insite (RS Planner LLC)		No R
Facility Solutions Group Inc		No R
FacilityConneX (FacilityConneX, LLC)		No R
FACS		No R
Fairway Technologies, Inc.		No R
Falcon Project Consultants		No R
Family Business Properties LLC		No R
Favor Consulting Inc (Demlan Solutions Inc)	Fail	No R
Faye Whitlow (Martha Faye Whitlow)		No R
Featherston Media		No R
Federal Engineering, Inc.		No R
Federal Merchants Corp		No R
Federal One Supplies LLC (Federal One Supplies LLC)		No R
Federal Signal Corporation		Subr
FEINER SUPPLY		No R
Felix Media Solutions Inc		No R
Fermat Software LLC (Fermat Software LLC)		No R
FetchKids (Expanded Apps, Inc.)		No R
Few (We Are Few LLC)		No R
FiberLight LLC		No R
Fiberon Technonolgies		No R
Fidlar Technologies		No R
Fieldware		No R
FileBank Inc.		No R
Filmar Technologies llc		No R
Finalsite (Active Internet Technologies)		No R
Fire Detection and Protection (Reliable Fire Protection)		No R
FireFly Computers (FireFly Computers LLC)		No R
Firefly Digital, Inc.		No R

Firelight Books		No R
Fireplace Inc Dba Smore (Fireplace Inc Dba Smore)		No R
Firetrol Protection Systems, Inc		View
FireTron Inc		View
Firm Networks		No R
First Nations Communications		No R
First Service Technology (ME Interests)	Fail	No R
Fischer International		No R
Fisk Electric Company		No R
Fixt Inc (Asurvest Inc)		No R
FIZUAS (Fix In A Zip, LLC)		No R
Flashfit, LLC		No R
FleetMind Solutions Inc	Fail	No R
Fleming Controls and Power Specialties Inc.		No R
Fleming Network & Security Services, Inc.		No R
Flex Technology Group Texas (Marimon Business Systems, Inc)		No R
Flinn Scientific Inc		Unsu
Floortex USA LLC		No R
Floral Park Consulting LLC		No R
Flores and Associates, LLC (Flores and Associates, LLC)		No R
Florico Inc. #1611 (Florico Inc. #1611)		View
Florida Virtual School (Florida Virtual School)		View
Fluxlight Inc		No R
Flying Cow Design		No R
Flywheel, SCIenergy (Flywheel Building Intelligence, Inc.)		No R
Focus Care Inc. DBA FEV Tutor (Focus Care Inc. DBA FEV Tutor)		No R
Follett School Solutions LLC		No R
Foodworks Technologies		No R
Footsteps2Brilliance, Inc. (Footsteps2Brilliance, Inc.)		No R
Forbrich & Associates, LLC		No R
Ford Audio-Video Systems LLC (Ford Audio-Video Systems LLC)		No R
Foremost Telecommunications		No R

Forerunner Technologies, Inc.		No R
Formative Loop		No R
Formetco, Inc. (Formetco, Inc.)		No R
Fort Worth Electric		View
Fortium (Fortium)		No R
FortNET Security Inc. (FSi)		No R
Fortress Business Systems (Fortress Business Systems)		No R
Fortune Energy Partners (Fortune Energy Partners)		View
FOS of CannonDesign (FOS of CannonDesign)		No R
Foundation for Trusted Identity		View
Foundry512 LLC		No R
Foxworth Capital, LLC DBA mySupplier (Foxworth Capital, LLC DBA mySupplier)		No R
Freeman Systems LLC		No R
FreshGrade Education Inc		No R
FreshTemp	Fail	No R
Front Line Advisory Group (Milner)		No R
Frontera Consulting Group (Frontera Consulting Group LLC)		Subr
Frontera Consulting LLC		View
Frontier Communications		Subr
Frontier Computer Solutions (Frontier Computer Solutions Inc.)		No R
Frontier Southwest, Inc	Fail	No R
Frontiers Integrated (Frontiers Integrated)		No R
FSIoffice (Forms And Supply, Inc.)	Fail	No R
FTI Belman		No R
Fuel Education, LLC		Subr
Fujitsu America, Inc	Warn	View
Fujitsu Computer Products of America		Subr
Fulcrum Management Solutions Inc. (Fulcrum Management Solutions Inc.)		No R
Full Circle Technologies		View
Function 4 LLC		No R
Function5 Technology Group		No R
FundView Software (Fund Accounting Solution Technologies, Inc.)		View

Future Com, LTD		No R
Future Tech AV Integrations		No R
FYJ Services LLC	Fail	No R
Gabbart Communcations (Gabbart Enterprise L.L.C.)		No R
Gabe's Antiques		No R
Gage Telecom LLC		No R
Gaggle		No B
Galaxy Next Generation		No R
Gallo Medical Company		No R
GameDay Floors (FloorCare Specialists, Inc.)		Subr
GameSalad Inc		No R
Gant Global Services, (GGS), Inc		No R
Garnet Dynamics Inc		No R
Gary Belk Equipment Inc.		No R
Gateway Printing and office Supply Inc		No R
Gateway Sight & Sound, LLC (Gateway Engineering, Inc)		Subr
Gaumard Scientific Co., Inc.		View
GB-SYS, Inc.		No R
GC Training LLC		No R
GC&E SYSTEMS GROUP, LLC		No R
GCA Education Services, Inc.	Fail	No R
GE Audio visual (GE Audio visual)		No R
Gear One Enterprise		No R
Gearbox Labs		No R
Gebco Hawaii - A Division of IdentiSys (IdentiSys, Inc.)		No R
Geeks of Technology LLC		No R
Geeksblock (Geeksblock LLC)		No R
Gemalto Cogent Inc		No R
General Datatech, L.P.		Subr
Generations Technologies Inc.		No R
Genesis		No R
Genesis Business Communication Solutions (Genesis Telecom)		No R

Genius Road (Genius Road, LLC)		No R
GeoBasket LLC	Fail	No R
Geographic Technologies Group, Inc.		Subr
GHD Advisory		No R
GHG Corporation		No R
GI Cyber, LLC (GICyber, LLC)		No R
Gibson Consulting Group Inc		No R
Gifts Of Joy (The Divine Grind LLC)		No R
Gigabit Communications LLC. (Gigabit Communications LLC.)		No R
Gilbarco Veeder-Root (Gilbarco, Inc)		No R
GilCat Solutions (Gloria Lastra)	Fail	No R
Gipson Security Solutions LLC		View
GKSEAL CONSULTING LLC		Subr
GLF Technologies (GLF Group Inc.)		No R
Global Asset		No R
Global Data Technologies (Global Data Technologies, LLC)		View
Global Direct Parts (Direct Supply LLC)		No R
Global GovEd (PCMG, Inc. dba Global GovEd)		No R
Global IT Enterprise, LLC	Fail	No R
Global Merchandising59 and Associates LLC		No R
GLOBAL PARCEL SERVICE, LLC.		No R
Global Technology Service Providers		No R
GLOBALXNET TECHNOLOGIES,LLC		No R
GLOBE ELECTRIC SUPPLY COMPANY, INC.		No R
Go Solutions (AssetWorks Risk Management Inc)		View
Go Solutions (Go Solutions Group, Inc.)		No R
Goddess Products, Inc.		No R
Goldfield Telecom		No R
GOOGOZ.COM, INC. (GOOGOZ.COM, INC.)		No R
Gophermods		No R
GoSignMeUp		No R
GoTech IT Solutions (GoTech LLC)		View

goTenna, Inc.	No R
Gov 6 Corp	No R
Gov2biz	No R
GovBuilt LLC (GovBuilt LLC)	Subr
GovConnection Inc	No R
Governance & Fiscal Affairs LLC	No R
Government Contract Consultants LLC	No R
Government Supply Services	No R
Govgroup	No R
GraceWorkz, LLC (GraceWorkz, LLC)	No R
GradeCam LLC	No R
Grammaropolis (Grammaropolis LLC)	No R
Grand Finale Productions, LLC	No R
Grande Communications Networks LLC	No R
Granicus	No R
Granilux Solutions (Granilux Holdings Inc.)	No R
Granite Telecommunications LLC	Subr
Graphixly LLC	No R
Gravity Systems, Inc.	No R
Gray Technologies (debra d gray dba Gray Technologies)	No R
Green Frog Systems, Inc. (Green Frog Systems, Inc.)	No R
Green Technology Network Solutions, Inc.	View
Green Wire Inc. (Green wire Inc.)	No R
Greenleigh Wong Lamps (Berkeley IC Supply LLC)	No R
GreenPages, Inc.	No R
Greycampus Inc. (Greycampus Inc.)	No R
Griffin Technology Services	No R
Group1Internet	No R
Grouse Industries (FireFold)	No R
Groves Industrial Supply	No R
Gruber Techincal, Inc (Gruber Power Services)	No R
GrueneTG (Gruene Technology Group, LLC)	No R

GruupMeet, Inc.	No B
GSD Operations Inc	No R
GSS, GLOBAL SUPPLY & SERVICE INC.	No R
Gtechna USA Corporation (Gtechna USA Corporation)	No R
GTIN Managed IT (Greater Texas Internet Services, LLC)	No R
GTS Technology Solutions Inc	No R
GTSoft Inc. (ThomasKelly Software Associates)	No R
Guard Tronic, Inc.	No R
Guard911	Subr
Guardian Security Solutions LC	No R
Guidehouse Inc.	No R
HADDOCK EDUCATION TECHNOLOGIES	No R
Haley Turner	No R
Half Price Books, Texas Bookman	No R
Halff Associates, Inc.	No R
Hall Pass (CompuData Solutions, LLC)	Subr
Hall Research	No R
Hammer Solutions Inc (Hammer Solutions Inc)	No R
Hanna's Mechanical Contractors Inc. (Hanna's Mechanical Contractors Inc.)	View
Hapara	No R
Hardin Sound Light & Video (Kevin Hardin)	No R
Harmony Technology Services Inc	No R
Harris Computer Systems, Inc.	No R
Harris School Solutions (Harris Computer)	No R
Harvest Technology Group Inc	No R
Haskell Office LLC	No R
Hatch Inc	No R
Hawkins Group LLC	No R
Hayes AVL	No R
HBI OFFICE SOLUTIONS,INC. (HBI OFFICE SOLUTIONS,INC.)	No R
HCL America Inc	No R
HCONE International IMPEX LLC	No R

HCRX Solutions, LLC		No R
Head South Louisiana (Krisbran Inc.)		No R
Health-e Pro (Water Walkers, Inc.)		No R
Heartland Business Systems, LLC		Subr
Heartland School Solutions (Heartland Payments Systems, Inc.)		No R
Heartland Video Systems, Inc.		No R
HeeRo Consulting LLC		No R
Heinsohn Corp.		No R
Helifox Technologies LLC		No R
Helios Ed (MANN INFOCOM INC)		Subr
Helping Hands of the Verbally Abused (Helping Hands of the Verbally Abused)		No R
HEMISPHERE Cyber Risk		No R
HENECO Engineering & Consulting (HENECO Engineering & Consulting)		View
Hermez Communications Inc. (HERMEZ COMUNICATIONS INC.)		No R
HERO K12, LLC	Fail	No R
Herries Consulting		No R
HGI Facility Management (HGI, LLC)		No R
HHM Facility Management, LLC		No R
HiEd Inc.		Subr
Hi-Fidelity (Hi-Fidelity)		Subr
High Biometrics (Delivering Systems LLC)		No R
High Country Workplace Technologies (Hi Country Wire & Telephone)		No R
HIGH TECH COMMERCE INC		No R
Higher Wire Technology Associates, Inc.		No R
Highered Solutions (Highered Solutions)		No R
Hilliard Office Solutions, Ltd.		No R
Hiperware Labs Inc		No R
Hire For Website		No R
Hire Thinking, LLC d/b/a Advantage xPO (Hire Thinking, LLC)		No R
HiTech Assets, Inc.		No R
Hi-Tech Bangla Information Systems, Inc.		No R
HiTech UVC Inc.		No B

HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION)	No R
HiTouch Business Services, LLC	No R
HiveIO Inc.	Subr
HJD Capital Electric, Inc. (HJD Capital Electric, Inc.)	No R
Hoffer Technologies (Hoffer Technologies)	No R
Holzberg Communications, Inc.	No R
Homeland Language Services	No R
Homeland Safety Systems Inc	No R
HOMEVISION TECHNOLOGY INC.	No R
Homework In a Cafe (Homework In a Cafe)	No R
Honesty Environmental Services Inc. (Honesty Environmental Services Inc.)	View
Honeywell	Subr
Hoonuit I, LLC	No R
Hoover Office Supplies dba OfficeZilla- San Antonio (Hoover Office Supplies dba OfficeZilla- San Antonio)	No R
Hopson Project Services	No R
Horizon Enterprises	No R
Horizon Global Partners (Horizon Global Partners)	No R
Horizon Marketing Group Inc	No R
Horizon Software (Horizon Software International, LLC)	No R
Horizon Software International	No R
Horizon Technologies Inc.	No R
HOTB Software Solutions, LLC	No R
Howard Technology Solutions (Howard Industries Inc)	View
HP Inc.	No R
HPI international	Subr
htcomp.net, Inc.	No R
Huawei Enterprise USA Inc.	No R
HumanWare USA Inc	No R
Hungerford Technologies	No R
Huntleigh Technology (Huntleigh Technology Group, Inc.)	No R
Hutton Communications, Inc.	No R
Hyland Software, Inc.	No R

Hyperion, Inc.	No R
Hypertec Direct (Hypertec USA Inc)	View
Hytera US, Inc.	Subr
I Love to Read in Spanish, LLC	No R
i2i Technologies (I-2-I Technologies, LC)	No R
ianasher opensolutions (ianasher llc)	No R
IARM Information Security Inc (IARM Information Security Inc)	No R
iBenzer Inc	No R
iBridge Group, Inc.	No R
Ibswireless	No R
iCaught Incorporated	Subr
ICON (INTERACTIVE CONTROLS INCORPORATED)	No R
ICON Voice Networks (ICON Voice Networks)	No R
ICP Systems, LLC	No R
IDeACOM QLVS (QLVS, Inc dba IDeACOM)	No R
Ident-A-Kid Services of America	No R
Identification Equipment & Accessories LLC (ID.E.A.)	No R
Identification Systems Group, Inc	No R
Identificational International, Inc.	No R
identiMetrics, Inc. (identiMetrics, Inc.)	Subr
Identisys, Inc	No R
IDG Services, Inc	No R
IDLS Group Ltd (INTERNATIONAL DYSLEXIA LEARNING SOLUTIONS LIMITED)	View
IDN Armstrongs Inc (IDN Armstrongs Inc)	View
IDSolutions (Interactive Digital Solutions Inc.)	No R
ieSmart Systems	No R
IGIW Sales & Edu	No R
Ignite Education	No R
I-K ELECTRIC COMPANY (JSK COMPANY, INC.)	No R
IK Network Solutions	View
Illuminate Education ,Inc.	No R
ILM SERVICES LLC	No R

Imaan International Inc	No R
iMage (Eva's Day Spa, LLC)	No R
Image One Corporation	Subr
Imageware (Imageware)	No R
ImageWorks Commercial Interiors (ImageWorks C317, LLC)	No R
imagiLabs (imagiLabs AB)	No R
Imagine Learning	No R
Imagine SignWorks (DW Business Advisors)	No R
ImaginX LLC	Subr
IMEG Corp.	No R
Immedia Integrated Technologies (Immedia LLC)	No R
IMSofTexas (IMSofTexas LLC)	No R
In Depth Events Inc.	No R
Inacomp Technical Services Group	No R
Inception Marketing LLC dba Inception Lighting	No R
Incident IQ, LLC	Subr
Independent Education Consultant (Dickerson)	No R
INDIGO BEAM LLC	No R
Individual (Individual)	No R
Indoff (Indoff Inc.)	No R
Indra Solutions LLC (Indra Solutions LLC)	No R
Industrial Communications (SAT Radio Communications, Ltd)	View
Industrial Education Solutions LLC	No R
Industrial Video & Control	No R
Infini-D Learning (InfiniD Learning Inc.)	No R
InfinIT Solutions, LLC (InfinIT Solutions, LLC)	No R
Infinite Computing Systems, Inc.	No R
Infinite Enterprises, LLC	No R
Infinite Group, Inc.	No R
Infinit-I Workforce Systems (Vertical Alliance Group, Inc.)	Subr
Infinity Communications & Consulting Inc. (Infinity Communications & Consulting Inc.)	No R
Infinity Connections, Inc.	No R

Infinity Sound (Infinity Sound)		No R
Infobase Holdings LLC (Formally Hoonuit, LLC)		No R
Infobase Holdings, Inc. (Facts On File)		No R
Infodat International Inc		No R
Infojini (Infojini)		No R
Informatica (Informatica LLC)		No R
Information Builders		No R
Information First, Inc.		No R
Information Resource Group, Inc.		No R
Informed K12 (Emics, Inc.)		Subr
Infosemantics, Inc.		No R
InfoSight Inc		No R
INFOSYS Public Services, Inc.		No R
Infuze Data Systems		No R
Ingenuity Consulting & Contracting, LLC		No R
Ingram Micro		No R
Ink Labs Buffalo LLC		No R
Inmar Government Services LLC		No R
Innercity Fibernet LLC		View
InNet (Innovation Network Technologies Corporation)		No R
Innive Inc		No R
innoSoul, Inc.		No R
Innova Solutions		No R
INNOVATE AUDIO VISUAL, INC.		View
Innovative Communication Systems		No R
Innovative Industrial Solutions Inc	Fail	No R
Innovative Key LLC		No R
Innovative Management Solutions, In (Innovative Management Solutions, In)		No R
Innovative Multimedia Group (Innovative Multimedia Group)		No R
Innovative Office Products LLC		No R
Innovative Technology Solutions 3 LLC		No R
Innuvo, Inc.		No R

InPath Devices		No R
INSI CLoud Inc (INSI CLoud Inc)		No R
Insight Global		No R
Insight Public Sector	Fail	No R
Insight Public Sector		No R
Insignia Software Corporation (Insignia Software Corporation)		No R
Inspiren Tech Solutions (Inspiren Tech Solutions)		Unsu
Instructure, Inc.		View
Insure Apple	Fail	No R
InSync Education (Parents k-12 LLC)		No R
Intech Southwest		No R
Integral AV Solutions (Integral AV Solutions)		No R
Integrated Communications Solutions Inc.		No R
Integrated Facility Services, Inc.		No R
Integration Partners Corporation (Integration Partners Corporation)		No R
Integrity Communications		No R
Integrity Communications Solutions LLC		No R
Integrity Network Solutions (ANET Partners LLC)		No R
Integrity Resources inc.		No R
Intelegain Technologies Inc.		No R
InteliSystems Group		No R
Intellicom Systems Inc		No R
Intelligent AV (Intelligent Control and Communications, LLC)		No R
Intelligent Cabling Solutions, LLC		No R
Intelligent Technology Solutions		No R
IntelliSite TX, LLC (IntelliSite, LLC)		Subr
Intellisoft Technologies, Inc.		No R
Intellivex (Smart Building Solutions)		No R
Interactive Digital Solutions, Inc.		No R
Interactive Health Technologies		No R
Interactive Media Publishing (Linda Nichols-Plowman)		No R
Interactive Solutions Inc.	Fail	No R

Interface network Systems		No R
Interior Environments	Fail	No R
Interlink Group Professional Services, Inc		No R
Intermedia.net LLC		Unsu
International Business Machines		No R
International Commerce & Marketing Corp (International Commerce & Marketing)		No R
International Construction		No R
International Greenhouse Contractors Inc (Greenhouse Megastore)		No R
Internext Corporation		No R
Interstate All Battery Center (AEM Environmental Technology)		No R
Intertech Security		No R
Intervene		Subr
Interworld Highway, LLC Touchboards (Interworld Highway, LLC)		No R
InTouch Connections (InTouch Connections)		View
InTouch Receipting (Integrated Register Systems, Inc.)		View
Intrado Interactive Services Corporation		No R
Intras LLC		No R
intratek computers inc.		No R
Intrepid Technologies, Inc.		No R
Intuitive Technology Group, LLC		No R
Inventive Works LLC		No R
Invicta PCs (Invicta PCs)		No R
Invoke, LLC		No R
Involta		No R
iOLAP, Inc. (iOLAP, Inc.)		No R
Ion Wave Technologies, Inc. (IWT)		No R
IonBlade WebHosting (SSL Guru)		No R
IP Convergence LLC		No R
IPC Global Services (InProcess Consulting, LLC)		No R
IPEVO INC		No R
IPitimi		No R
IPM Asset Solutions		No R

IPro Media Inc.		No R
IQ Building Technology LLC	Fail	No R
IRIS Connect (IRIS Connect)		No R
IRIS Ltd., Inc.		No R
ISA Fire and Security (Michael Daugherty)		No R
ISN (ISN Software Corporation)		No R
iSphere Innovation Partners LLC		No R
Istation (Imagination Station, Inc.)		View
IT Devices Online, Inc.		Subr
IT MANEX		No R
IT Network Specialists (ITNS, LLC)		No R
IT Outlet, Inc		No R
IT Partner LLC (IT Partner LLC)		No R
IT Parts and Spares USA Inc		No R
IT recycling Group (IT recycling Group)		No R
IT Resource, Inc. (IT Resource, Inc.)		No R
IT software solutions pvt ltd		No R
IT1 Source LLC		View
ITBrainiac Inc		No R
ITC Infotech (USA), Inc.		No R
ITC SYSTEMS (USA) INC.	Fail	No R
ITech Digital		No R
ITECH SOLUTIONS		No R
Ithaka Harbors		No R
ITPartners		No R
ITRemedy (Happy Computer Inc.)		No R
ITsavvy		View
iTurity		Subr
IVCi, LLC (IVCi, LLC)		No R
IVP Distribution (Medical Air Devices Ltd)		No B
Ivy Worldwide Inc (BZZCRPS Co)		No R
IXL Learning, Inc.		No R

J & J Educational Boot Camp Inc.	No R
J and H Global LLC	No R
J&L Technology Group, LLC	No R
J.S. Electric, Inc.	No R
J5CREATE (J5CREATE)	No R
JackBaum Group, LLC (JackBaum Group, LLC)	No R
Jackie Gates IT Consulting Services, LLC	No R
JAG	No R
JAG Consulting (JAG Consulting)	No R
JAG Electrical & Communications (JAG Electrical)	No R
JAGGAER (JAGGAER)	No R
Jaime Rios Financial Services (Money Concepts International Inc.)	No R
JAMCO Controls, Inc.	No R
James Teleco, Inc.	No R
JANGA Technology, LLC.	No R
JANUS Associates (JANUS Software, Inc.)	No R
JAR Systems	No R
JAY S STANLEY and ASSOCIATES INC	No R
JDox Records Management (JR3 Education Assocaites)	No R
JE Systems, Inc.	No R
Jean's Network Solutions	No R
Jenkins Insurance Agency	No R
Jenzabar, Inc.	No R
Jerald L. Hoover Productions, LLC	No R
Jerry Murray (Gerald Wayne Murray II)	No R
Jet City Device Repair (JCD Repair LLC)	No R
Jett Business Systems, Inc.	Subr
JH Creative (JHenning Creative LLC)	No R
JIGSAW LEARNING LLC DBA TEACHTOWN (JIGSAW LEARNING LLC DBA TEACHTOWN)	No R
Jina IT Services, Inc	No R
JINETT Inc.	No R
Jive Communications, Inc (Logmein Communications)	No R

JLS Solutions LLC	Fail	No R
JM Associates (Trevin Kracy LLC)		View
JMS Technology Services LLC (JMS Technology Services LLC)		No R
Jodac Office Outfitters (Hall Company Five, LLC)		No R
John R Green Company (Green Group Enterprise)		No R
Johnco Corp	Fail	No R
JOHNNIE'S OFFICE SYSTEMS, INC.		No R
Johnson Controls, Inc.		View
Jordan Supply		No R
Journey Ed (JourneyEd.com)		Unsu
Joy Systems, Inc.		No R
JPC Construction Inc., DBA J.C. Communications		View
JS Mechanical Inc (Jay Simon)		View
JTS (Johnston Technical Services, Inc.)		View
Judjit (Judjit)		No R
Junior Library Guild (MT Library Services, Inc.)		No R
Just Wright Tees (Tameika Wright)		No R
Justice Claims Consulting & Disaster Recovery Services LLC		View
JW Communications, LLC		No R
JW Technologies, LLC	Fail	No R
K logix, LLC (K logix, LLC)		No R
K-12 Dynamics		No R
K12 Insight, LLC		No R
K12 SOLUTIONS INC.		No R
K12 Tech (K12 Tech)		No R
K2 SERVICES, LLC		View
Kagan Publishing		No R
Kahoot!TIPS		Unsu
Kajeet Inc.,		No R
KAM Technologies		Subr
KAMICO Instructional Media Inc		No R
KANSAS CITY AUDIO VISUAL		No R

Kaplan Early Learning Company		View
Kast Systems, LLC		No R
Kastech Solutions LLC (Kastech Software Solutions Group)		Subr
KATTA INFOTEK INC	Fail	No R
Kaufman Hall (Kaufman Hall)		No R
KC Mark LLC		No R
Keene Village Plastics		No R
KeenLogic		No R
Keens-Douglas Consulting LLC		No R
Keeping Your Kids Safe LLC (Keeping Your Kids Safe LLC)		View
Kegley Electric Company LLC		No R
Keller Fire and Safety (Keller Fire and Safety)		Unsu
Kellteck, Inc		No R
KEV Group, Inc.		Subr
Keystone Data Technologies		No R
KeyWarden Systems Partners, LLP		Subr
keyword solutions inc		No R
KEZCO Safety Services, LLC (KEZCO Safety Services, LLC)		No R
Kharma Consulting, Inc.		No R
KHT Electronics (KHT Electronics)		No R
KIDaccount, LLC		No R
Kincaid Information Technology		No R
KinderLab Robotics, Inc.		No R
Kinems Inc		No R
Kingdom Fire Pros (Kingdom Protection Services, LLC)		No R
Kingdom Security LLC		No R
Kinly (Viju)		No R
Kinney Group, Inc.		No R
Kitec Inc.	Fail	No R
KKC Imaging Systems (Kopy Kat Copier Inc.)		No R
KLC Video Security (KLC Custom Electronics)		Subr
Kloud-12 LLC (Kloud-12)		Subr

KMM TECHNOLOGIES, INC.		No R
Knomadix Corporation		No R
KNS IT Group		No R
Koder		No R
Kognity USA Inc.		Subr
Komplement Inc.		No R
Komprise, Inc		No R
Konica Minolta	Fail	No R
KP Evolutions LLC		No R
KPAUL		No R
Kranco Roofing		No R
KTECH PRODUCTS LLC		Subr
Kuder (Kuder, Inc.)		No R
Kwikbit Inc.		No R
Kyle Office Printers		No R
Kynetic Technologies LLC		No R
Kyocera Document Solutions America, Inc.		No R
Kyran Research Associates, Inc.		No R
Kyte Learning (Kyte Learning Solutions)		No R
L&M Enterprise	Fail	No R
LA CompuTech (La CompuTech,LLC)		No R
LAB Information Technology Inc (LABUSA)		View
Lab Resources, Inc.		No R
Lacys Welding LLC		No R
Ladon Technologies PBC (Ladon Technologies PBC)		No R
Lady Liberty Group, LLC		No R
Laerdal Medical Corporation		No R
Lakeshore IT Solutions, Inc.		No R
Lakeshore Learning Materials (Lakeshore Equipment Company)		No R
Lakeshore Lighting LLC		No R
Laksh Corporation (Laksh Corporation)		No R
Laminating Plus		No R

LanceSoft,Inc.		View
Lantana Communications Corp (Lantana Communications Corp)		No R
Lantek Audio, Video, and Communications (Lantek Audio, Video, and Communications)		No R
Laptopuniverse.com (Chhabra Enterprises, LC)		No R
Laredo Technical Services, Inc.		No R
lasalle printing and office supply (triple c printing)		No R
Laser Integrated Technologies Inc.		No R
Laser Shot Inc		View
Laserfiche		No R
Latencie Electronics Corporation		No R
Lawless Communications Group		No R
Layer 3 Communications LLC		No R
Layer 3 Technologies		No R
Layer 8 Solutions		No R
LBO Technology, LLC		No R
LCD Concepts, Inc.		No R
LCG, LLC (LCG, LLC)		No R
LCI (Lin-Cum, Inc.)	Fail	No R
LD Systems		No R
Learn by Doing, Inc.		No R
Learning A-Z, LLC		No R
Learning Glass Solutions, Inc. (Learning Glass Solutions, Inc.)		No R
Learning Partners, LLC		No R
Learning Services (Learning Services International Inc)		Subr
LearningCity (VKidz Holdings)		No R
LearningMate Solutions Inc.		No R
LearnPlatform, Inc.		No R
LearnZillion, Inc. (LearnZillion, Inc.)		No R
Leepfrog Technologies, Inc.		No R
Legacy Fire Protection		No R
LEGO Education (LEGO Brand Retail, Inc.)		No R
Leidos Engineering, LLC		No R

Lenovo (United States) Inc.		No R
Lenovo Global Technology (US), Inc (Lenovo Global Technology (US), Inc)		No R
Let There Be Light Inc.		No R
LevelOne Technology		No R
Lexia Learning Systems LLC		No R
Lexicon Technologies (Lexicon Technologies)		Subr
Lexmark International, Inc.		No R
Liberty Informatics (Liberty Informatics Limited Company)		No R
Liberty PCS (Liberty)		No R
Liberty Technologies, Inc.		No R
Life Safety Services Inc		No R
Lifetime Memory Products, Inc.	Fail	No R
LightSail Inc. (LightSail Inc.)		No R
Lightspeed Systems		No R
Lightspeed Technologies, Inc.		No R
Lillii RNB Inc		No R
Liminex Inc DBA GoGuardian		No R
Limitless Office Products (Limitless products LLC)		No R
Linder Consulting LLC		No R
Linked Technologies, Inc		View
LinkedIn Corporation		No R
Liquid Studio Group		No R
Liquidity Services Inc.		No R
Little Sponges (Little Sponges)		No R
littleBITS Technology, Inc.		No R
LiveBinders, Inc.		Unsu
Livingston Energy Group, LLC		No R
LivingTree (LivingTree)		No R
LMG Technology Services LLC		View
LobbyGuard Solution, LLC (LobbyGuard Solution, LLC)		No R
lobbyTV (lobbyTV)		No R
Loblolly Consulting		View

Localloop, Inc. (Localloop, Inc.)		No R
lockheed martin		No R
LogCheck (Emergent Properties)		No R
Logic Plum, Inc. (Logic Plum, Inc.)		No R
Logical Front LLC		No R
Logisoft Computer Products, LLC		No R
Logistics365, Inc.		Subr
LOMAH Solutions, LLC		No R
Lone Star Communications, Inc.		View
Lone Star Education Products and Services, LLC.		No R
Lone Star Learning (Lone Star Learning Sales & Marketing, Inc.)		No R
Longway Broadband Services (Joseph Longway)		No R
LotusUSA, Inc		No R
LoudCloud Systems		No R
Lous Cajun Creole		No R
Low Voltage Systems, Inc.		No R
Lowcono Inc		No R
Lowery McDonnell Co.		No R
Lowman Consulting LLC		No R
LPS Fire LLC		No R
Lucid Concepts LLC		No R
Lumalier (Lumalier)		No R
Lumen Corp (Lumen Corp)		No R
Lumen Touch		No R
LumenServe (LumenServe, Inc.)	Warn	No R
Lumin Medical LLC		No R
Luna Data Solutions, Inc.		No R
LUOYANG RESEARCH INSTITUTE OF COMPUTER SCIENCE, LLC		No R
LW Pharmacy School (The Living Word Pharmacy Technician School)		No R
LyncVerse Technologies		No R
M and A Technology Inc		No R
M&J Solutions (Jack and Mikes llc)		No R

M&M Micro Systems Inc.		No R
M&P Roofing LLC		No R
M&S Technologies	Fail	No R
M.A.C. Enterprise Consulting Agency		No R
M.H. Services		No R
M1 Healthcare Solutions, LLC (M1 Healthcare Solutions, LLC)		No R
M2 CONSULTING, LLC		No R
M2 Federal Inc (M2 Federal Inc)		No R
Mach B Technologies Inc.		No R
Macie Publishing Company		No R
Macker Tek Ltd (Macker Tek Ltd)		No R
macsales.com (Other World Computing)		No R
MaeTech (MaeTech TX LLC)		No R
Mainstream Technologies, Inc.		No R
MaintStar		No R
majordisplay (majordisplay.com)		No R
MALTECH FLEET (MAL TECHNOLIGIES FLEET LLC)		View
Managed.com (Managed.com)		No R
ManagedMethods		No R
Mangahigh (Blue Duck Education, Ltd)		No R
Manning Brothers Food Equipment Co. Inc.		No R
Mansion Athletics (Mansion Grove House, LLC)		No R
Mansour's Computer Solutions, Inc.		No R
Marco Group, Inc		No R
Marie Bou K12 Inc		No R
Markertek Video Supply (Tower Products, INC)		No R
Marksmen General Contractors, Inc.		No R
Marley Nonami Incorporated (Marley Nonami Incorporated)		No R
Marshall Cavendish Education		No R
Martin & Company Av,		No R
Martin's Consulting		View
Martins Office Supply Inc		No R

MASS Group, Inc. (Manufacturing Automation and Software Systems, Inc.)		Subr
Mass Intelligent Technology, LLC	Fail	No R
Mass Mountain Technologies (Mass Mountain Technologies)		No R
Master Audio Visual Inc		No R
MasteryConnect	Fail	No R
MatchTech (Matchmaker Information Technologies, Inc.)		No R
MatriARC PROJECTion, LLC (MatriARC PROJECTion, LLC)		No R
Maverick Desk (Workstream, Inc)		No R
Max Interactive, Inc		No R
Maxi Aids, Inc.		No R
Maxi Aids, Inc. d.b.a- HearMore (Maxi Aids, Inc.)		No R
MB Intelligent Technology (MB Intelligent Technology)	Fail	No R
MBR, INC. dba Advanced Graphics		No R
MC Business Products (ELP Enterprises, Inc.)		No R
MCA Communications Inc		No R
McGee enterprises L.L.M.		No R
McGraw-Hill School Education, LLC		No R
McKinstry Essention LLC		Subr
MCN Healthcare		No R
MCST (Medicaid Claim Solutions of Texas, Inc.)		No R
MDI, Inc. General Contractors		No R
MDT TECHNOLOGIES, INC.		No R
Meadows Medical LLC		No B
MealData (Meal Data, Inc.)		No R
Mechdyne (Mechdyne Corporation)		View
Med Solutions LLC		No R
MEDDATVOIP LLC	Fail	No R
MEDIA LINK TELECOM		No R
Media Support Group, Ltd.		No R
MEDIA VISION USA, INC. (MEDIA VISION USA, INC.)		No R
Media4Math		No R
Medixsoft Inc		No R

Medx One, Inc. (Medx One, Inc.)		No R
Meeks Professional Services		No R
Meerkat Technologies Inc.		No R
Meeting Tomorrow		No R
Mekumi Inc (DiscoverSTEAM Inc)		No R
Melanin Origins		No R
Meltwater News US Inc.		No R
Membean (Membean Inc)		No R
Meredith Digital, Inc.		No R
MERGE (Merge Labs, Inc.)		View
Meridian Shield Logistics, LLC		No R
Meriplex Communications, LTD		No R
Meripros		No R
Mesosphere, Inc.		No R
MET International (Majestic International Electronic Technologies Inc.)		No R
METCO Engineering Inc		No R
Metis Corporation	Fail	No R
Metova Inc		No R
MetriTech, Inc.		No R
Mexus Group, L.P.		No R
MGT of America Consulting, LLC (MGT of America, LLC)		View
Michael (Savage)		No R
Michael Baker International DATAMARK		No R
Micro Works Computer Center (Informative Technologies)		No R
MicroK12 (Micro Computer Systems, Inc.)		View
MicroReplay, Inc		No R
MicroShare		Subr
Microsoft Corporation		No R
MicroTech (MicroTechnologies LLC)		No R
MicroWise, Inc.		No R
Mid-Ark Security (Central Arkansas Security Systems, Inc.)		No R
MidPoint Technology Group, LLC		No R

MId-STATE Communication Services		No R
Midtown Video		Subr
Midwest Office Furniture Inc (Midwest Office Supply)		No R
Mike Collins & Assoc. (MCA)		No R
Mike Morris Consulting LLC		No R
Mike's Sound Systems & Design, Inc. (Mike's Sound Systems & Design, Inc.)		No R
Millenium 3, Inc.		View
Millennium (Kyle Enterprises LLC)	Fail	No R
Millennium Communications Group Inc		No R
Milner, Inc. (Milner, Inc.)		No R
MindPlay (Methods & Solutions)		No R
Mindsets (Mindsets Learning, Inc.)		No R
Mindshare Consulting Group		No R
MindWorks Resources		No R
Mint Technologies, LLC		Subr
Miracle Software Systems, Inc		No R
Mirror Math, LLC		No R
MISSCO		View
Mission Critical Solutions (MCS of Tampa, Inc.)		No R
MJ Hayes, Inc. (dba YourItSolution)		No R
MNJ Technologies Direct, Inc.		No R
Mobile Defenders		No R
Mobile Integrate Inc (Mobile Integrate Inc)		View
Mobile Solutions Services Holdings LLC (Mobile Solutions Services Holdings LLC)	Fail	No R
Mobile Wireless LLC		No R
MobyMax (MobyMax)		No R
Modern Business (Modern Business Equipment, Inc)		No R
Modern Electrical Contracting, Inc. (Modern Electrical Contracting, Inc.)		No R
Modern Imaging Solutions, Inc.		No R
Modified Logic Inc.		No R
Modis (Modis)		View
ModusLights Technologies LLC		No R

Momix Solutions	No R
Monarch Teaching Technologies Inc	No R
Monoprice, Inc. (Online retailer that sells generic-branded consumer electronics)	No R
Monsido	No R
Monster Technology, LLC	No R
Montech Inc.	No R
Montgomery Electronics & Communications Services, LLC	No R
Montgomery Technology Systems, LLC	No R
MooreCo Inc (MooreCo, Inc.)	No R
Morris Boiler Service (JEMDSI, Inc.)	No R
Morris, Morris & Associates, LLC	No R
Morse Technologies	No R
Moss Adams LLP (Moss Adams LLP)	No R
Mostly Serious	No R
Moten Tate, Inc.	No R
Motion Industries	No R
Mount Pleasant Comunications LLC (Mount Pleasant Comunications LLC)	No R
Mount Vernon Optic-Herald (Franklin Information Systems, Inc.)	No R
Mount Vernon Pecan Company	View
Mountain Technology Resources, Inc.	Subr
Mouton 3 Services LLC (Mouton 3 Servcies)	No R
MoveWorks (MoveWorks)	No R
MP Antenna	No R
MRI Enterprises, LLC	No R
MTM BUSINESS SOLUTIONS, LLC	No R
Multi Craft Contractors Inc.	No B
MultiLink Security (Unified Security Associates, LLC)	No R
Multimedia Solutions, Inc.	No R
Multipath Data (Multipath Data, Inc.)	No R
MusicFirst (Music Sales Corporation)	No R
MVATION WORLDWIDE INC.	View
myHomework (instin, LLC)	No R

myOn, LLC	No R
Myron McDowell Construction LLC	No R
MyVRSpot (MyVRSpot, LLC)	Subr
N F Smith and Associates LP	No R
N&H Contractors LLC	No R
Nabler LLC (Nabler LLC)	No R
Nagarro Inc (Nagarro Inc)	View
Nancy Mallini Consulting	No R
Nantze Inc. (Nantze Electric Co, Inc.)	No R
Nasare Technologies (Nasare Enterprises, LLC)	No R
National Credit Reporting (Jalyssa Inc)	No R
National Inventors Hall of Fame, Inc	No R
National Public Safety Group (National Public Safety Group)	No R
Native American Contracting & Supply, LLC (Native American Contracting & Supply, LLC)	No R
Natural State Networks, Inc	No R
NaveTech Solutions, LLC (NaveTech Solutions, LLC)	No R
Naviance, Inc.	No R
NaviGate Prepared (Lauren Innovations)	No R
Navigate360 LLC	No R
Nazca Technologies and Consulting LLC (Nazca Technologies and Consulting LLC)	No R
NCR Aloha	No R
Nearpod Inc	No R
Neatframe Inc. (Neatframe Limited)	Subr
NEC DISPLAY SOLUTIONS OF AMERICA (NEC DISPLAY SOLUTIONS OF AMERICA)	No R
Needpipe.com (NJM Enterprises, LLC)	No R
Negometrix Inc	No R
NEI Datacom (Nemmer Electric, Inc.)	Subr
Nelco Government, LLC	No R
NELCO MEDIA INC	No R
Nelnet Government Services, LLC (Nelnet Government Services, LLC)	No R
Net A Corp (N & J Technologies, Inc.)	No R
Netcanoe (Netcanoe)	No R

NetCom, Inc.	No R
NetGain Technologies (NetGain Technologies of Arkansas, LLC)	No R
Netrix, LLC	No R
NetSmart Plus (Lowery Corporation)	View
Netsource Global	No R
NetSupport Incorporated	No R
Netsweeper Inc	No R
Netsync Network Solutions	No R
Netvious LLC (Netvious)	No R
Netwolves Network Services LLC	No R
Network Alliance, LLC	No R
Network Cabling Services, Inc.	No R
Network Computing Architects, Inc.	No R
Network Concern (Network Concern Inc.)	No R
Network Craze Technologies	Subr
Network Innovation Solutions Corp	No R
Network Insiders (Network Insiders)	View
Network Securitas (Network-Securitas)	No R
Network Security Group	No R
Network Services Group (Network Services Group)	No R
Network Services Solutions LLC	No R
Networks 2000	No R
Networx Inc	No R
Netwrix (Netwrix)	No R
Neubus, Inc.	No R
Neumeric Technologies Corporation	No R
Neurilink LLC	No R
Neverware (Neverware, Inc.)	No R
New Beginnings Capital Partnership (cruz)	View
New Era Networks (New Era Networks LLC)	No R
New System (New System Carpet & Building Care Ltd)	No R
New Trade Winds, LLC	No R

Newbart Products (Newbart Products)		View
NEWCOM (NEWCOM)		No R
NewEdge Services, LLC		No R
NeweggBusiness, Inc		No R
NewGold, LLC		No R
Newline Interactive		No R
NewQuest IT Solutions, LLC		No R
Newroads Telecom (Vantage Telecom, LLC)		No R
Newsela, Inc.		No R
Nexlevel Technologies		No R
Nexos (Nexos)		No R
Next Step Innovation (Next Step Group, Inc.)		No R
Nextech Partners Inc		No R
NextThought		No R
nexus it group, inc		No B
NGA 911 L.L.C.		No R
Niagara Networks (Niagara Networks)		No R
Niktor LLC (Niktor LLC)		No R
Nilesh Patel		No R
Nimble Storage, Inc.		No R
NIMBOXX	Fail	No R
NinjaRMM		No R
Nipun Systems Inc		No R
Nitro Construction Services, Inc. (Nitro Construction Services, Inc.)		No R
NO EGO INC (NO EGO INC)		No R
NO RED INK (NO RED INK)		No R
Noel-Levitz, LLC		No R
NoGapsHere Health Solutions, Inc. (NoGapsHere Health Solutions, Inc.)	Fail	No R
NORC at the University of Chicago		No R
North Light Color		No R
Northern Star Data (PEDERSON)		No R
NOTPIT Enterprises LLC (NOTPIT Security Consulting)		No R

NovaCopy, Inc. (NovaCopy, Inc.)	No R
Novalink Solutions LLC	No R
Novigo Solutions Inc	No R
NovoTRAX (Blueberry Fun Inc. c/o NovoTRAX)	No R
Now Micro Inc	No R
NPA Computers, Inc.	No R
NSI - Network Systems Integrators (The Vega Principal Group, LLC)	No R
NT Communications Inc. (Robert Cagle)	View
Nu Idea School Supply Co Inc	No R
Nuemman (Nuemman LLC)	No R
Nu-Genesis Tech Solutions	No R
Numbers Only Inc	No R
Nuro Retention (Nuro Learning LLC)	No R
Nu-Star Technologies LLC	No R
Nutri-Link Technologies, Inc.	No R
Nutrislice (Nutrislice, Inc)	No R
Nuwave Holdings LLC	No R
NV5, formerly The Sextant Group (The Sextant Group, Inc. dba NV5)	Subr
NWA3D LLC	No R
NWN Corporation	No R
NxtGen Innovators LLC	No R
Object Technology Solutions, Inc.	No R
OCCORI, LLC (Ken A Smith)	No R
octagon media (White Enterprises of Louisiana)	No R
Octopus Consulting, LLC	No R
OculusIT, LLC	No R
OculusIT, LLC	No R
oddevs, LLC	View
OEM Systems and Services Inc	No R
Office Depot	No R
Office Equipment of Texarkana (George & Deborah Nuckolls, LLC)	No R
Office Evolutions Inc	No R

Office Products Alliance (K&M OFFICE PRODUCTS, INC.)		No R
Office Source (Office Source)		No R
OfficePro, Incorporated		No R
Ogan Network Solutions		No R
Ojasam LLC		No R
OKIO Labs Inc. (201)		Subr
Old Arkansas Alarm Co (Old Arkansas Alarm Co)		View
Omega Networks (Omega Networks)		No R
Omega Office Systems, Inc.		No R
Omegacor Technologies (Anzitech Distribution)		No R
Omicronwave Technologies (Chris Toppan Solutions)	Fail	No R
On Tap Solutions (On Tap Solutions LLC)		No R
On The Mark (On The Mark Enhanced Tactical Training)		No R
Onboarding Solutions (HR Onboarding Solutions)		No R
OnCourse Systems for Education (OnCourse Systems for Education)		No R
One 5 Solutions (One 5 Solutions)		No R
One Safe Place (One Safe Place Media Corp)		No R
One Source Innovation, Inc		No R
One Way Education, LLC		No R
Oneder (Oneder)		No R
OnePath Systems, LLC		No R
OneScreen Solutions (NZS Inc.)		View
OneSource (B and R OneSource Limited)		No R
OneSupport (TeleNetwork Inc.)		No R
OneVision Solutions (Direct Packet Inc.)		No B
Online Technologies, Inc.		No R
onpoint insights llc (onpoint insights llc)		View
Onsite AV Service Partners, LLC		No R
On-Target Supplies & Logistics		No R
Onward Learning (Texas Special Education Software Solutions, LLC)		No R
Opamp Information Management, LLC (Opamp Information Management, LLC)		No R
Open Architects K-12 Inc.		No R

Open Choice Technology (Open Choice Technology)		View
Open Text (Open Text)		No R
Operation SLOB (JVG Management)		No R
Operations Commander (Tomahawk Technologies Inc)	Fail	No R
Operations Xchange		No R
OperationsHERO (OperationsHERO)		Subr
OPTICAL DISTRICT		No R
Optimized Technical Solutions, Inc		No R
Optimum Consultancy Services, LLC (Optimum Consultancy Services, LLC)		No R
Optimus TechServices		No R
Option 1 Logistics (TFAM Solutions LLC)		No R
Oracle		No R
Orbit Broadband (Orbit Broadband LLC)		View
Origin Eight (Seth Orion Tech LLC)		No R
ORock Technologies, Inc. (ORock Technologies, Inc.)		View
OSI Hardware		No R
Other World Computing		No R
Owner Insite, LLC		No R
P.F. Mays & Associates, LLC		No R
P3S Corporation		No R
Pace Systems		No R
Pacific Office Solutions, LLC (Pacific Office Solutions, LLC)		No R
PAPERbasket		No R
Paradigm Masters Management		No R
Paragon Micro Inc.		No R
Parallel Technologies, Inc.		No R
PARAM SOFTWARE CORPORATION		No R
ParentSquare		Unsu
Parjenn Information Systems (ParJenn Inc)		No R
Parker and Jamison LLC		No R
Parkers Choice Consulting		No R
Parks Hill Technology and Marketing		No R

PARTpoint Inc. (PARTpoint Inc.)		No R
PASCO sceintific (PASCO scientific A CA Corporation)		No R
PassAssured, LLC		No R
Pat Butler, CPA		No R
Patchwork Strategic Consulting		No R
Path Company LLC		View
PathSetters, LLC		No R
Pathway Communications		No R
Patterson Dental		No R
Pavlov Media (Simplified Computers)		View
Paya Payments (Paya Inc)		No R
Paycor (Paycor HCM, Inc)		No R
PayK12 (Wolfe Diversified)		No R
PaySchools (CP-DBS, LLC)		No R
Payton, Nix & Associates, LLC		No R
PC & MacExchange (NSx Technologies, Inc)		No R
PC Assistance, Inc.		No R
PC Hotline, Inc		No R
PC University Distributors, Inc.	Fail	No R
PC Warehouse (The D & E Group)		No R
PCMI (West Educational Leasing, Inc.)	Fail	No R
PCnet		Subr
PCPCDirect, Ltd.		No R
PCS Personal Computer Systems Inc (Personal Computer Systems, Inc.)		No R
PCS Revenue Control Systems, Inc.		No R
PCS Telecom Inc.		No R
PDME, Inc (P D Morrision Enterprises, Inc)		No R
Peak Performers (St. Vincent DePaul Rehabilitation Service of Texas, Inc DBA Peak Perf ormers)		No R
Peak UpTime (Peak Methods Inc)		No R
Pear Deck Inc (Pear Deck Inc)		No R
Pearson (NCS Pearson, Inc.)		No R
Pedicel Group, LCC (Pedicel Group, LCC)		No R

Pedigo Staffing Services LLC	View
PEEQ Technologies Inc	No R
Pegasus Enterprise Holdings, LLC (Pegasus Enterprise Holdings, LLC)	No R
Pegasus Technology Solutions	No R
Pelagic Partners, LLC	No R
penveu, an Interphase business (Interphase Corporation)	No R
People Tech Group Inc.	No R
PeopleAdmin	No R
Peoples (Peoples Communication, LLC)	No R
Peregrine Integrated Management, Inc	No R
Performance Scoring, LLC.	No R
Perituza Software Solutions, LLC (Asanka Kamburugamuwe)	No R
Permission Click	No R
Perry Weather Consulting	No R
Petro Communications Inc (Petro Communications Inc)	No R
Pettus Office Products	No R
PFM Associates	No R
Pharicode LLC	No R
PHD COMMUNICATIONS, LLC	No R
PHI Technologies Corp (PHI Technologies Corp)	No R
Phoenix Integrators Corp	No R
Phoenix Technologies US, LLC	No R
Phoenix Technologies, LLC	No R
Phynyx Fire & Security (ROY OLIVAREZ)	No R
PickUp Patrol LLC (PickUp Patrol LLC)	Subr
PiggyBack Cabling LLC	Unsu
PikMyKid (Sachi Tech, Inc.)	No R
Pinnacle Business Systems	No R
Pinnacle Fire & Automation, LLC (Pinnacle Fire & Automation, LLC)	No R
Pinnacle Services, Inc.	No R
Pinnale Network Solutions (Pinnale Network Solutions)	No R
Piper, Inc. (Piper, Inc.)	No R

Piraino Consulting Inc	No R
Pitsco Education (Pitsco, Inc)	No R
PKJ INTERNATIONAL LLC (PKJ INTERNATIONAL LLC)	No R
planet cellular Inc (planet cellular Inc)	No R
PlanetBids, Inc.	No R
Plank Road Publishing	No R
Plastic Card Systems, Inc	No R
Platinum SLV, LLC	No R
Platinum Visual Systems (ABC School Equipment Inc.)	No R
PLAZA DYNAMICS, LLC	No R
Pleasant Digital, LLC	No R
Plego Technologies LLC	No R
PMCS Services, Inc.	Subr
Point Rock Solutions, LLC	No R
PolyPrinter (Kinetric Inc. DBA PolyPrinter)	Subr
Ponder Business Services, LLC (Ponder Business Services)	No R
Popfizz Computer Science (Popfizz Corp)	No R
Portable Charging Solutions (American Alliance Corporation)	No R
POS Remarketing Group	No R
POS SYSTEMS GROUP INC (POS SYSTEMS GROUP INC)	No R
Positive Promotions	No R
PowerGistics (G.D. Roberts & Co., Inc)	No R
PowerON Services, Inc.	View
Poweron Technology Services, LLc	No R
PowerSchool Group LLC	No R
Powersolv Inc. (Powersolv Inc.)	No R
PowerUp EDU (PowerUp EDU)	No R
Precise Data Consulting LLC	No R
Precision Concrete Cuttiing	No R
Precision Exams	No R
PRECISION IMAGING	No R
Precision Micrographics & Imaging, INC.	No R

Precision Task Group, Inc.		No R
Precision Tracking Solutions, Inc.		No R
Precocity, LLC		No R
Preempt IT LLC		No R
Preferred Supplier (Preferred Supplier)		No R
Premier Communications (Garza Capital Investments, LLC)		No R
Premier Datacom, Inc.		No R
Premier Digital Designs (Premier Digital Design, LLC)		No R
Premier Wireless Business Technology Solutions		No R
Premise One, LLC (Premise One, LLC)	Fail	No R
Prescriptive Data Solutions, LLC		No R
PresenceLearning, Inc. (PresenceLearning, Inc.)		Unsu
Presentation Solutions, Inc.		No R
Presentation Systems Integration LLC		No R
PRESIDIO NETWORKED SOLUTIONS, INC.		Subr
PriceSenz LLC (PriceSenz LLC)		Unsu
Primary Software Solutions, Inc.		No R
PrimCorp		No R
Prime Secured (Prime Communications, Inc.)		No R
Prime Squared Consultants, LLC (Prime Squared Consultants, LLC)		No R
Prime Time Companies, PC		No R
Primeshire Technologies (Primeshire LLC)		No R
PRINCETON IT SERVICES, INC.		No R
Prism Electric Inc		No R
Pro A/V Solutions, LLC		Subr
Pro Star Energy Solutions		View
Pro Tech Mechanical Inc		No R
Proactive Management Programs LLC		No R
ProBar		No R
Procom Communication Systems (Bolin Communications, Inc.)		No R
ProComputing Services		No R
Proctor360 Inc		No R

Prodigi, LLC	No R
Prodigy Education Inc	No R
ProductBio	No R
Productive Solutions	Subr
Professional Plotter Technology Corp (Professional Plotter Technology Corp)	No R
Professional Technologies Inc	No R
Profit Advisory Group (Profit Advisory Group)	View
Progressive Business Systems, LLC	View
Progressive Technologies, Inc.	No R
Prohati Inc	No R
Project 216 LLC	No R
Project Lead The Way, Inc.	No R
Projectdog, Inc	No R
Projectized Solutions LLC (Projectized Solutions LLC)	No R
PROLIM Solutions Inc (PROLIM Solutions Inc)	No R
ProLogic ITS (ProLogic ITS, LLC)	No R
Prologic Technology Systems, Inc.	No R
Promark Technology	No R
ProMAS Technology Works (ProMAS LLC)	No R
Promet Source (Promet Solutions Corporation)	No R
Promethean, Inc	No R
Prominence Advisors	View
Promo Solutions	No R
Promos On-Time (Promos On-Time, Inc.)	No R
Proretention Inc	No R
ProTec (Professional Technologies, Inc.)	No R
Protech Castle Rock	No R
ProTech Solutions, Inc	No R
PROTECHT Management Group, LLC	No R
Protiviti Government Services	View
Providence Consulting	Unsu
Proxess, LLC	View

Proximity Learning Inc		No R
Prysm Systems		No R
PS Lightwave		Subr
PSA Constructors Inc		No R
PSCNA (Panasonic System Communications Company of North America)		Subr
PSST, LLC (PSST Acquisition, LLC)		No R
Public Consulting Group, Inc. (Public Consulting Group, Inc.)		No R
PublicSchoolWORKS (WORKS International, Inc.)		No R
Puma Security,		No R
Puradigm Mid-America (TradeMark Environmental Technologies LLC)		No R
Pure Lighting Company		No R
PureTech Education LLC		No R
Purvis Industries (Purvis Industries, Ltd.)		No B
Push Pedal Pull		No R
Pushpop Media	Fail	No R
Putnam Fire and Security, LLC.		No R
PYRAMID SCHOOL PRODUCTS (PYRAMID PAPER COMPANY)		No R
Q&CF Services LLC		No R
QA Systems (QA Systems Inc.)		View
QCTV Corp. (QC TV Corp.)		View
QDoxs (QDoxs)		No R
Q-files Limited		No R
QI-NOW (QI-NOW)		No R
Qnet Information Services (Qnet, Inc)		No R
QOMO, LLC		No R
Quanam (Leonardo Da Vinci, Inc.)		No R
Qubit Logic	Fail	No R
Queralyze (The Opus Project LLC)		No R
Quintergy, Inc.		No R
Quoin Inc		No R
QuScient Technologies Pvt. Ltd.		No R
R and M Global Advisors LLC		No R

R Network Solutions LLC		No R
R&B Technology (USA) Company, Inc. (R&B Technology (USA) Company, Inc.)		No R
R.J. Carroll CO.		No R
R2 Corporation (Resale Resource Corporation)		No R
R3 Consulting Group, Inc.	Fail	No R
R3 ROBOTICS, LLC	Fail	No R
RAB GRoup Inc		No R
Rack Solutions Inc		No R
Rackspace US, Inc.		No R
RADgov, Inc.		View
Radiophone Engineering		Unsu
RALLY! EDUCATION (RALLY! EDUCATION)		No R
Rama Computer Technology		No R
RANDA Solutions (R & A Solutions, Inc)		No R
Randles & Associates LLC		View
Rapid Technologies, LLC		No R
Raptor Technologies (Raptor Technologies)		No R
Raritan Computer Inc.		No R
Rave Energy (TZMedia LLC)		View
Rave Mobile Safety (Rave Wireless, Inc.)		Subr
Ray Business Technologies Pvt Ltd		No R
Rc Security Consulting (Rc Security Consulting)		Subr
R-Cubed Service and Sales, Inc.	Fail	No R
RE BUSINESS SOLUTIONS (RIBBONS EXPRESS INC)		No R
RE Michel		View
Reach Media Network (Reach Media Network)		No R
Reading Horizons		View
Reading Plus LLC		No R
READY DATA, INC.		No R
ReadyOne Industries Inc.		No R
Real Network Services, Inc.		Subr
RealLinx Inc	Fail	No R

Realms Global Group		No R
REAXIUM CLEAN AIR LLC		No R
RecDesk Software		No R
Recordex (Recordex)		No R
Records Consultants, Inc.		No R
Rectitude 369, LLC		No R
Red Apple Alert (Averitt Financial Partners, LLC)		No R
Red Circle Solutions (Red Circle Solutions)		No R
Red Comet (Jupiter Education Services, LLC)		Subr
Red Couch Interactive LLC		No R
Red River Solutions, LLC. (Red River Technology LLC)		No R
RedCritter Corp		No R
Redflex Traffic Systems, Inc.		No R
RedGear		Unsu
Redline Networks, LP		View
Reece Complete Security Solutions		No R
Regadget		No R
Regency Staffing		No R
Region One Education Service Center	Fail	No R
Regroup (Dias Inc)		No R
REL Project Management Services, LLC	Fail	No R
RelampIt (Projector Lamp Services)		No R
Relax Audio Visual		No R
Reliable Asset Solutions		No R
Reliable Fire Protection		No R
Reliant Management Consultant, L.L.C.		No R
Remi (The Remi Group, LLC)		No R
Remind101, Inc (Remind101, Inc)		View
Remote Monitoring Technologies (Alardin Development Corporation)		No R
REMS-AV, LLC		No R
Renaissance Institute		No R
Renaissance Learning Inc		No R

Renegade Construction LLC (Renegade Construction LLC)		No R
Resilient Intelligent Networks		No R
Resource Data, Inc. (Resource Data, Inc.)		View
Respect The TECH LP		No R
Responsive Services International Corp		No R
Re-Teck (Li Rising LLC)		No R
Rethink (Rethink Autism, Inc.)		No R
REV-E3 (REV-E3 LLC.)	Fail	No R
Revival Technology		No R
Revize Websites (Revize LLC)		No R
RevTrak	Fail	No R
Rex Programing LLC		No R
Reynaldo (Trevino)		No R
RF Specialties of TX		No R
RFID technologies (RFID technologies)		No R
RFPGurus (RFPGurus)		No R
RG Networx LLC (RG Networx LLC)		No R
RGD Development (DBA RGD Construction/ RGD Fulfillment)		No R
RGV GUARDIAN ENTERPRISES, LLC		No R
Ribbon Communications Inc (Ribbon Communications Operating Company Inc)		View
RightDirection Technology Solutions LLC (Joey Hutchins)		No R
RIGOR (SchoolAlytics)		No R
RingCentral Inc.		No R
Ripple Effects (Ripple Effects, Inc.)		Subr
Risas y Sonrisas Spanish for Kids		No R
Rite Software (Rite Software Solutions & Services LLC)		No R
Rivell, LLC (Rivell, LLC)		No R
River City Systems, Inc.		No R
Riverside Technologies Inc. (Riverside Technologies Inc)		Subr
RJ Young (Robert J Young Company LLC)		No R
RMJ Technologies TX, Inc.		No R
Robert Ferrilli, LLC		No R

Robertson Technologies	No R
Robotel Corp	No R
RobotLAB Inc	No R
Rocket Mouse (RJ Barrett Enterprises)	No R
RockIT Consulting LLC	Subr
Rocky Mountain Power Generation (Rocky Mountain Power Generatio)	No R
Roland Schorr & Tower	No R
Romeo Music LLC	No R
RON HOOVER EQUIPMENT	View
Ronco Technology Services, LLC	Subr
Rosco Precision Machinery, LLC (Rosco Precision Machinery)	No R
Rosen Classroom (The Rosen Publishing Group, Inc)	No R
Round Table Networks (Roundtable Networks, LLC)	No R
Royal Media Network Inc (Royal Media Network Inc)	No R
RPM Auto Auction (RPM Auto Auction)	No R
RRG Consulting	No R
RSI Systems, LLC	No R
RSM4GOV (RSM Consulting LLC)	No R
Rug Ed Products, Inc.	No R
Rugged Protection LLC	No R
Runbeck Election Services, Inc.	No R
RUSSTELL COMMUNICATIONS LLC	No R
RWH Energy, LLC	No R
RX Technology (RX Technology)	Subr
RYCOR	No R
Rydin Decal (Dri-Stick Decal Corporation)	No R
Rylet Industries	No R
S E C Contracting Inc. (Smith's Epoxy Coatings)	No R
S2 Solutions, Inc	No R
S2Technologies, LLC	No R
Saaby Consulting Company	No R
Sabroff Technologies, LLC (OLoughlin)	No R

Sabyr Consulting (Sabyr Group, LLC)	No R
Saelig Company Inc (Saelig)	No R
Safal Partners	No R
Safari Micro (Safari Micro)	No R
Safe Global Services (Safe Global Services)	No R
Safe Shield LLC (Anderson)	No R
Safebit Solutions	No R
Safesite, Inc. (Safesite, Inc.)	No R
Safety Vision LLC	No R
SafetyNet America (Safety Net, LLC)	View
Saitech Inc (Saitech Inc)	No R
Salient Global Technologies	View
Saltus Technologies	View
Salty Cloud PBC (Salty Cloud, PBC)	View
Samsara	No R
Samsung Electronics America, Inc.	No R
Samsung Opto-Electronics America Inc.	Subr
San Antonio Lighthouse for the Blind and Vision Impaired	No R
Sandia International Inc	View
SANDS BUSINESS EQUIPMENT & SUPPLIES LLC	No R
Sandy Snow and Associates Inc (Snow)	No R
Sanguine Informatics LLC	No R
Sanitizing Solutions America Inc	No R
Santa Rosa Communications (Santa Rosa Communications)	No R
SAP SE (SAP SE)	No R
Sargent Welch (VWR International, LLC)	No R
Sarvicus LLC	View
SAS Institute	No R
SATCHEL PULSE (Teachercentric Inc.)	Subr
Savvas Learning Company LLC (Gateway Education Holdings LLC)	No B
Savvy Tech (Savvy Technology Solutions)	No R
Saxon Global.Inc (Saxon Global.Inc)	No R

SBase Technologies, Inc (SBase Technologies, Inc)	No R
sBiz360 (Caliente Technologies, Inc.)	View
SBLM Architects	No R
SC Technology (Michael Brackenridge)	No R
Scantron Corporation	No R
Scholastic Inc.	No R
Scholastic Library Publishing, Inc.	No R
SCHOOL AIDS (SCHOOL AIDS)	No R
SCHOOL CHECK IN (SUMMIT INDUSTRIES CORPORATION)	No R
School Device Coverage (U-pic Insurance Services Inc)	View
School Improvement Network	No R
School Intercom Services (School Intercom& Sound Services, LLC)	No R
School Outfitters (Schoolhouse Outfitters LLC)	No R
School Specialty Inc	No R
School Webmasters (School Webmasters)	No R
School Wholesale Supplies LLC (JP Das)	No R
SchoolBanks, Inc. (AltonSoft Corp)	Subr
SchoolBlocks (SoprisApps)	No R
SchoolCity (SchoolCity)	No R
Schooley Mitchell of Louisa (Telecom Savings Consultants Corp)	No R
SchoolInfoApp (SchoolInfoApp, LLC)	No R
SchooLinks Inc	No R
SCHOOLinSITES	No R
SchoolKidz.com, LLC	No R
SchoolMessenger	No R
SchoolMint Inc	No R
Schoology, Inc	No R
School-Payments (DD New, LLC dba School-Payments)	Unsu
SchoolPHONES.com (connections unlimited inc)	No R
SchoolPointe Inc.	No R
SchoolPresser	No R
Schoolrunner, LLC	No R

SchoolSAFEid, LLC		Unsu
SchoolSpire, Inc. (SchoolSpire, Inc.)		No R
SchoolStatus		Subr
Schoolytics (Schoolytics)		No R
Schwegman Office Supply (Schwegman Office Supply of Arkansas)		No R
Sciens Consulting (Sciens LLC)		No R
ScoreVision		No R
Scott Merriman, Inc. (Scott Merriman, Inc.)		No R
Screen Surgeons (Screen Surgeons)		No R
ScreenBeam Inc.		Unsu
Script LLC		No R
ScriptString (Script String Ltd.)		No R
SEAS Education (SEAS Education)		No R
Seaton Automation LLC		No R
Sebastian Tech Solutions (Sebastian Tech Solutions)		No R
SEC, Snellstrom Electrical Contracting (David M Snellstrom)		No R
Sectigo Limited		No R
Sector Five, Inc.		No R
Securance Consulting (Securance LLC)		View
Secure Data Solutions, Inc.	Fail	No R
Secure It Shredding (Governed Services LLC)		Unsu
Secure Networkers, LLC (Secure Networkers, LLC)		View
Securecom Technologies, Inc.		No R
Secured IT Solutions (Secured IT Solutions)		No R
Secured Tech Solutions, LLC		Subr
SecureDocs Inc.		Subr
SecureNation		No R
SecureNation, LLC		No R
SecurePro Technologies LLC		No R
SecureVision of America, Inc.		No R
Securitas Electronic Security		View
SecurITy (TECHN ALL OGY LLC)		No R

Security Control Systems (Security Control Systems)	View
Security Solutions USA (U-Change Lock Industries Inc.)	No R
Securly, Inc.	Subr
Securranty, Inc	No R
Seesaw Learning, Inc (Seesaw Learning, Inc)	No R
Sehi Computer Products	No R
SELECTICITY (GISTTECH, LLC)	No R
Sema Wireless LLC	No R
SEMCO LLC	No R
Senryo, Inc.	No R
SensoneoUSA LLC	View
Sensory Technologies	No R
SensoScientific	No R
Sentinel Cyber Intelligence LLC	No R
Sentinel IPS (Sentinel IPS)	No R
Sentinel Software	No R
SENTINEL THE ALARM COMPANY	No R
Senzyo (9362-5358 Québec inc.)	No R
Sequel Data Systems	No R
Sequoyah Communication Solutions (Sequoyah Communication Solutions)	No R
Sergeant Laboratories	No R
Serverless Solutions LLC (Serverless Solutions LLC)	No R
ServerMonkey	No R
ServerMonkey.com LLC (ServerMonkey.com LLC)	View
ServeVet Inc	No R
Service Communications of Acadiana, Inc.	No R
Service Express, Inc. (SEI, Inc.)	No R
Service Plus Telecommunications, Inc.	No R
Servion Global Solutions, Inc (Servion Global Solutions, Inc)	No R
Set Solutions, Inc	No R
SETEX Facilities & Maintenance, LLC	No R
Seven Hills Technology, LLC	No R

Seventh Genius LLC	No R
Seventh Sense Consulting	No R
SG1Cloud	No R
Shamrock Communications	No R
Sharon Wells Mathematics Curriculum Inc.	No R
Sharp Electronics Corporation	No R
SharpEDG, LLC	No R
SHEELDIT, LLC	No R
Shepherd Government Services Group (SGSG, LLC)	No R
SHI Government Solutions	No R
Shields Electronics Supply, Inc.	No R
Shifu (Mobilizar Technologies Pvt Ltd)	No R
Shimadzu Medical Systems	Subr
Shimshock Group	No R
Shipcom	No R
shivnet inc	No R
Shooter Detection Systems (Shooter Detection Systems, LLC)	No R
SHORM Consulting, LLC	No R
Sideline Power,LLC	No R
Siemens, Inc.	No R
Sigma Solutions (Sigma Technology Solutions, Inc.)	No R
Sigma Solve, Inc.	No R
Signal Kit (Signal Kit)	No R
Signetcbyer LLC (Jackson)	View
Sign-Tech.com (Sign-Tech of Paragould, LLC)	View
Silicon Mountain Memory (WTK, LLC)	No R
SIMETRI	No R
Simmons Johnson Consulting LLC (Simmons-Johnson Consulting, LLC)	No R
Simple Sound Solutions, LLC	Subr
SimplexGrinnell, LLC	No R
Simply NUC, INC. (Simply NUC, INC.)	No R
SimplyDigi.com, Inc.	No R

Single Point Global, Inc.		No R
Sirius Computer Solutions		No R
Siteimprove, Inc.		No R
SJ Computers LLC		No R
SKC Communication Products LLC		No R
SKEETER KELL SPORTING GOODS		No R
SKICK CONCEPTS INC. (SKICK CONCEPTS INC.)		No R
Skill Demand Corp		No R
Skill Struck LLC		No R
Skillpath Corporate Strategies (Skillpath Seminars)		No R
SKL Services Inc dba VirtualTone (Gubert)		No R
Sky Communications Inc		No R
Skybox Datacenters (Skybox Houston I LP)		No R
Skyline Technology Solutions, LLC.		Subr
SkyLogix, LLC	Fail	No R
SkyRider Communications Inc		No R
Sleekfire (Ethan Painter LLC)		View
SLG Technologies, LLC		No R
SLGCS		No R
Sloan’s technology		Subr
SLR Building Contractors, LLC		No R
Smart Earth Technologies		No R
SMART GROUP SYSTEMS (BEEPSMART COMMUNICATIONS INC)		No R
Smart Homes, Inc. (Smart Homes, Inc.)		No R
Smart Tech (The Bernstein Firm LLC)		No R
Smart Tech USA (Sportval LLC)		No R
SMART Temps (Digi International)	Fail	No R
Smartbridge (Smartbridge LLC)		No R
Smartcom Telephone, LLC		No R
SmartCompliance, Inc.		No R
SmartCOP (SmartCOP, Inc)		No R
Smarter HR Solutions, LLC		No R

SMARTEST EDU, INC (Formative)		No R
SmartSchool Systems		No R
SmartWAVE Technologies		View
Smash Education		No R
SMS Tech Solutions		No R
SMTA ENTERPRISES INC		No R
Snappet Inc		No R
Snapwiz, Inc. (Snapwiz, Inc.)		No R
Social Sentinel, Inc. (Social Sentinel, Inc.)		No R
SOCS (Foundation for Educational Services LLC)		No R
Softchoice Corporation		View
Softel Resource Group LLC		View
Softmart		No R
Softmart Commercial Services		No R
Software 4 Schools (Software 4 Schools)		No R
Software One Inc		View
Software Professionals, Inc.		No R
Software Solutions Pro (SSP Solutions, LLC)	Fail	No R
Solai and Cameron Inc/DBA Novatio Solutions (Solai and Cameron Inc)		No R
Solaris Robots (Solaris Disinfection Inc.)		No B
SOLECTEK CORPORATION		No R
SolGreen® Solutions Corp.		No R
Solid Border		No R
Solid IT Networks		No R
Solix Inc		No R
Sology Solutions LLC (Sology Solutions)		No R
Solonet Technologies		No R
SOLUTIONS 4 LESS	Fail	No R
Solutions by O'Quinn		No R
Solutionz Conferencing Inc		No R
Solvix Solutions LLC		No R
SonicWall		No R

Sonova USA Inc.	View
Soter Technologies (Sotertech)	No R
Soteryx Corporation	No R
Sound Advice Home Theater Inc.	No R
Sound Concepts, Inc.	No R
Sound Products, Inc.	No R
SoundTree (Korg USA)	No B
Source	No R
SourceRaven	No R
South Texas Fire Alarm and Security Services	No R
South Western Communications, Inc.	No R
Southern Computer Warehouse	No R
Southern Computer Warehouse, Inc.	No R
Southern Science Supply	No R
Southwest Education	No R
Southwest Office Systems, Inc.	No R
Spanish Solutions (Spanish Solutions LLC)	No R
SpareIT LLC	No R
Spark Innovation, LLC (Diane Sweeney Consulting)	No R
Sparks Office Solutions (Sparks Office Supply, Inc)	View
Specialized Computer Solutions Incorporated	No R
Spectrum Advanced Technologies LLC	No R
Spectrum Technologies (Spectrum Imaging Technologies Inc.)	No R
Speech Privacy Systems LLC (sps)	No R
Splendid Technology Services, LLC	No R
SPOHN CONSULTANTS (Spohn Solutions)	No R
Spot Cooling Systems Inc. (American Spot Cooling)	No R
Sprint Solutions (Sprint Communications)	No R
Spruce Technology, Inc. (Spruce Technology, Inc.)	No R
Spurtech Consultants Inc. (Mustafa)	No R
Sqooasha (UEL Solutions LLC DBA Sqooasha)	No R
Square E Services LLC	No R

Square Panda Inc (Learning Squared Inc)		Subr
Square Technology (David Frisbie)		No R
SR. WOOLY (SR. WOOLY)		No R
SRS Consulting Inc (SRS Consulting Inc)		No R
SRVC Pros LLC		No R
SSD Alarm (SSD Systems)		No R
SSSolutions, LLC (SSSolutions, LLC)		No R
St. Augustine Language Solutions	Fail	No R
StackLynk, LLC		No R
Staco Electric Construction CO (Staco Electric Construction CO)		No R
Staff Magnet	Fail	No R
Staffactory, LLC.		No R
StageAgent (Estage Enterprises, inc)		Unsu
Stages Learning (Stages Publishing, Inc.)		No R
Staley Technologies (Staley Inc.)		No R
Stallion Oilfield Services, Ltd.		No R
Stanley Convergent Security Solutions	Fail	No R
Staples (Staples Contract & Commercial LLC)		No R
Star Computer Supply		No R
StarBoard Solution, Inc		No R
Stargel Office Solutions		No R
Starks Industries, LLC		No R
StarNet Solutions Inc		No R
Stars Information Solutions (JEH-EAS, Inc)		No R
Stars Media Group		No R
State Systems, Inc.		No R
Statecraft Simulations		No R
Status Solutions LLC		No R
Stauffer Technologies, Inc (Stauffer Technologies, Inc)		No R
Staymobile		No R
STC Safety Training & Compliance LLC		No R
STEAM Drones (DCE UAS LLC)	Fail	No R

Steelcase (Steelcase)	No R
Stellargy Services, LLC	No R
STEM Education Works (STEM Education Works)	Subr
STEM Fuse (STEM Fuse, LLC)	No R
STEM U LLC (STEM U, LLC)	No R
STEPHANIE ROBINSON	No R
Sterling Concepts (Sterling Concepts, LLC)	View
Stewart & Stevenson Power Products, LLC	No R
StickTogether (StickTogether Products LLC)	No R
STI-INC (The Sound Towne)	No R
STOAMIGO INTERNATIONAL LLC (AXEL)	No R
Stolz Telecom (Stolz Telecom Inc)	No R
STOPit Solutions (Inspirit Group, LLC)	No R
Strata Information Group	No R
Strategic Alliance Consulting Inc. (Strategic Alliance Consulting Inc.)	No R
Strategic Connections, Inc.	No R
Strategic Consulting Alliances, LLC (Strategic Consulting Alliances, LLC)	No R
Strategic Partnerships, Inc.	View
Strategos International, L.L.C.	No R
Strattmont Group	No R
Streamline Fire & Life Safety	No B
StreamVu, Inc	No R
Strictly Technology LLC	No R
Strivven Media LLC	No R
Strong Asset Tags	No R
Stronger Consulting Inc	No R
Structured Plus Communications Inc.	No R
Stryke Security Inc (Stryke Security Inc)	Subr
STS Electronic Recycling	Subr
STS360 (Sigma Surveillance Inc., DBA STS360)	No R
Students of Strength, Inc.	No R
Studi (Studi)	No R

Studica Inc.		No R
Studies Weekly, Inc.		No R
STW Inc	Fail	No R
SuccessEd LLC		No R
Suite Office Supply LLC		View
Sumdog Inc		No R
Summit 360 (Summit Information Resources)		Subr
Summit Fire & Security		Unsu
Summit Integration Systems (Integrated A/V Systems, LLC, DBA, Summit Integration Systems)		No R
sunbries llc		No R
Sunburst Digital		No R
Sunburst Digital, Inc.		No R
Sunflower Lab LLC (Sunflower Lab LLC)		Subr
Sunnet Solutions		No R
Sunrise IT Solutions Group	Fail	No R
Sunrise Systems (Sunrise Systems)		No R
Sunterra equipment inc		No R
SUPER DUPER PUBLICATIONS (SUPER DUPER INC)		Subr
SUPERBIIZ (Ewiz Express)		No R
Superior Alarms		No R
Superior Fiber and Data Services Inc		No R
SUPERMICRO COMPUTER INC		No R
Supply Chimp (Mono Machines LLC)		No R
Surveillance Analytics (Advanced Calculations, LLC DBA Surveillance Analytics)		No R
Swagit Productions, LLC		Subr
SWC Telesolutions (SWC Telesolutions)		No R
Sweetwater Sound Inc.		No R
SwētSPOT LLC		No R
Swift Education Systems Inc.,		No R
Swift Solutions Inc		No R
Swing Education (Swing Education)	Warn	No R
Switch Global (Switch Global LLC)		Subr

SWYE360 LEARNING		Subr
SYLVAN LEARNING OF AUSTIN (BSG Learning, LLC)	Fail	No R
SYMBIOSIS EDUCATIONAL CONSULTANTS, INC		No R
Synapse Business Systems		No R
SynchroNet (SynchroNet)		No R
Syndesi Solutions (Syndesi Solutions, Inc)		No R
Synegen, Inc.		No R
Synergetics DCS Inc		Subr
Synergy Telcom Inc.		View
SYNNEX Corporation		Unsu
Synovia Solutions, LLC (Synovia)		No R
Synrevoice Technologies Inc		No R
SYSCOM, Inc.		No R
SYSNET, LLC		No R
System Five		No R
System ID Warehouse (Informatics Holdings Inc)		No R
System Liquidation (System Liquidation)		View
System Soft Technologies, Inc		No R
System Tech Texas, Inc.		View
Systemates Inc		No R
Systems Design (Computer Systems Design Inc.)		No R
TakshaSmartlabz (TakshaSmartlabz)		No R
Talarai LLC		No R
Talavera Networks LLC		No R
Talentvera Inc,.		View
Talisen Technologies, Inc. (Talisen Technologies, Inc.)	Fail	No R
TalkingPoints		View
Tammy Varner (Tammy Varner)		No R
Tandi Oil and Gas LLC (Tandi Oil and Gas LLC)		No R
Tangent Computer		No R
Tappit Technology (Your Mobile School APP)		No R
tappit technology inc		No R

TargetX (TargetX.com)		No R
Tasacom Technologies Inc		No R
Tasi, LLC (Tasi, LLC)		View
Tasseron Sensors, Inc.		No R
Tatro Technologies		No R
Taurus Technologies		View
TB&A Hopsital Television, Inc		No R
TBI Solutions, LLC		No R
TCS Telecom Inc.		No R
Teach to School		No R
TeacherGaming LLC		No R
TeacherMade (Work On Learning, Inc.)		No R
Teachers Discovery Inc (American Eagle Co Inc)		No R
Teaching Systems, Inc		No R
TeachLogic LLC		No R
Team Telecom		No R
Team Venti (Azendent Partners, LLC)		Subr
TeamDynamix		No R
TeamLogic IT Kansas City (Evland Version 2.0, Inc.)		No R
Tech Data		No R
Tech Data Corporation (Tech Data)		No R
Tech Defenders		No R
Tech Dogs		No R
Tech Electronics, Inc		View
Tech Icon Solutions, Inc (Tech Icon Solutions, Inc)		No R
Tech Link LLC		No R
Tech Reformers, LLC		Subr
Tech Smart USA (Brown)		No R
Tech to School (MyService Solutions, Inc.)		No R
Techbuyer (Techbuyer)		No R
TechCycle Solutions		No R
Techejobs (Add2Payroll Inc)	Fail	No R

Techknow123 (Techknow123 Technology Made Easy)	No R
TechKnowledge Consulting Corp	No R
Technical Innovation, LLC	No R
Technical Laboratory Systems, Inc.	No R
Technisoft Consulting Inc	No R
Technologisty LLC	No R
Technology Evaluation Centers (Technology Evaluation Centers)	No R
Technology Express (SOS Computers, LLC)	View
Technology Group Solutions, LLC (TGS)	No R
Technology Integration Group PC Specialists Inc	No R
Technology Management Corporation	No R
Technology Providers Inc.	Subr
Technology Resource Advisors	No R
TechOnPurpose (HumaniTV Inc)	No R
Techorbits (Techorbits)	No R
TechRadium, Inc.	No R
TechSentials (TechSentials)	No R
Techsico Enterprise Solutions Inc.	No R
TechTerra Education	No R
TechVAR	No R
Tecmend (Dataloopz)	No R
TEG Technologies LLC	No R
Tekgration LLC (Tekgration LLC)	No R
Tekplan Solutions (Tekplan Solutions)	No R
TEKSING TOWARD STAAR, INC	No R
TekVisions, Inc.	No R
Tekvox	View
TELADVANCE, LLC	No R
Teleasy Corp	No R
Telecom Marketing Network Consultants	No R
Telecom Technologies, Inc.	No R
Telecom Unlimited (Telecommunications Unlimited, Inc.)	No R

TeleComp (TeleComp Holdings, Inc.)		No R
Telensa, Inc.		No R
Telephone Specialists Incorporated		No R
TELEPRO COMMUNICATIONS		View
Teletrac Navman (Teletrac Navman)	Fail	No R
Televon (Plenteous Consulting LLC)		No R
TelPlus Communications (Pay Plus Communications)		No R
Teo Technologies, Inc. ((formerly Tone Commander))		No R
Tequipment, Inc (Tequipment, Inc)	Fail	No R
Terra Verde LLC		No R
Terralogic Document Systems, Inc.		No R
Terrell Alarm Systems, LLC		No R
Tetra AV (Tetra AV)		No R
TEXADIA SYSTEMS LLC		No R
Texas Building Controls LLC		No R
Texas Creative (TXC Texas Creative Ltd., LLP)		View
Texas Educational Solutions (Educational Software Solutions of Texas)		No R
Texas Fleet Fuel, Ltd.		No R
Texas Homeland Security & Sound		No R
Texas Hub Biz (Texas Hub Biz)		No R
Texas Instruments Incorporated		No R
Texas Lock & Door Closer Inc.		No R
Texas Priority Three LLC		No R
Texas Security And Surveillance Inc. (Texas Security And Surveillance Inc.)		No R
Texas Security integration, LLC		No R
Texas Security Shredding		No R
Texas Southwest Machinery, Inc (Texas Southwest Machinery, Inc)		No R
Texas Star Document Services, Inc. (Christophers Copy Service, Inc)		No R
Texas State Billing Services, Inc		No R
Texthelp		No R
TFE (Technology for Education, LLC.)		No R
TGET, LLC DBA THE TECH GUY (TGET, LLC DBA THE TECH GUY)		Subr

The AB&Y Group		No R
The Albers Group LLC		No R
The Blackseed Group LLC		No R
THE CONSCIOUS PRESS, LLC (THE CONSCIOUS PRESS, LLC)		No R
The Educational Outback		No R
The E-Reading Teacher (The E-Reading Teacher)		No R
The Field Shop, Inc.		No R
The Green Alliance (The Green Alliance)		No R
The i-MAGE Corporation		No R
The Jenkins Agency Inc.		No R
The Kings Midwest Division LLC		No R
The KR Group, Inc.		Subr
The MacMan, LLC		Subr
The Michaelson Group Holdings, L.L.C. (The Michaelson Group Holdings, L.L.C.)		No R
The Mighty PC		No R
The Monitor Man	Fail	No R
The Murphy Contracting Company (The Murphy Contracting Company)		No R
The Pathfinder Solutions Group, LLC		No R
The Planit Room		No R
The Prescient Group	Fail	No R
The Public Group, LLC aka Public Surplus		No R
The Repair Depot LLC		No R
The Safeguard System Inc. (The Safeguard System Inc.)		Subr
The Scholastic Network (Scholastic Network Partners, LLC)		No R
The Spearhead Group Inc		No R
The Spot (The Spot 4 Office LLC)		No R
The Stitt Group (Stitt Energy Systems Inc.)		View
The Storehouse, Inc.		No R
The Syndicate Wave LLC		View
The Text Hub (The Text Hub)		Unsu
The Trade Group		No R
The Village Resource Group		No R

The Waterford Institute		View
The Wire Guys, LLC		No R
The Writing Academy		No R
TheCompuLab		No R
Think Big Learning		View
Think it First		No R
ThinkCERCA (ThinkCERCA.com, Inc.)		No R
ThinkGard, LLC		Subr
Thinkmap, Inc. dba Vocabulary.com		No R
ThinkWrite Technologies		No R
Thin-nology		No R
ThreadBuds (All Things Threaded)	Fail	No R
Three Sixty Building Solutions		No R
Thru Consulting (Thru Consulting)		View
Thunder Learning Cloud		No R
TI Training LE LLC		No R
Tier One LLC		No R
Tier4 Group, LLC (ROBINSON KEY LLC)		No R
Tier4 Technologies (Tier4 Technologies LLC)		No R
Tierney Brothers, Inc.		No R
TigerDirect		No R
TigerDirect B2B (PCM Sales, Inc.)		No R
TIME for Kids (TIME USA LLC)		No R
TimeClock Plus LLC.		No R
TipTop Turnkey LLC		No R
TKO EDUCATION (TKO ELECTRONICS, INC.)	Fail	No R
TLBISBIG Medical Supplies (TLBISBIG Consulting Group)		View
TMT Solutions		No R
TNR Accounting & Management Consulting, LLC (Nannette Ray)		No R
Tobii Dynavox LLC		No B
Todays Classroom LLC		No R
TODAYS OFFICE INC NWA	Fail	No R

TodoVerde CV LLC		No B
TokBird, Inc		No R
Tometys Inc (Tometys Inc)		Subr
TOOLKITTECH		No R
Tools4ever (Advance Toolware, LLC)		No R
Tools4Reading, LLC		No R
Top Tier Fulfillment		No R
TopRight Telecom Inc		No R
Toronto Stamp Inc.		No R
Torsh, Inc. (Torsh, Inc.)	Warn	No R
Toshiba America Business Solutions, Inc.		View
Toshiba Business Solutions USA, Inc.		No R
Total Com LLC (Total Com LLC)		No R
Total Control Automation (Total Control Automation)		No R
Total Control Consultants	Fail	No R
Total Employee Sourcing		No R
Total Fire and Safety		No R
Total Protection Systems, Inc.		No R
Total Server Solutions		No R
Total Technology Results (Cal State Electronics, Inc)		View
Total Video Products, Inc.		No R
TouchMath LLC (TouchMath Acquisition LLC)		View
TouchView Inc (TouchView Inc)		No R
TPx Communications (U.S. TelePacific Corp.)		No R
Tracer Communications Inc		No R
Tracy Inc.		No R
Trainerkart Americas Inc		No R
TransCend4 (TMS Buyer)		No R
Transfinder Corporation		View
Transit Safety and Security Solutions		No R
TransitFare & Systems		No R
Transnet Communications		View

Transpere		No R
TransPerfect (TransPerfect)		No R
Transportant (Transportant)		No R
Transtelco/IP Matrix (Transtelco/IP Matrix)		No R
Travis Association for the Blind - Austin, TX (Travis Association for the Blind - Austin, TX)		View
TRCA (Technology Resource Center of America)		No R
Tredent Data Systems Inc		No R
TREE Industries LLC (TREE Industries LLC)		No R
Tri Furniture Design		No R
Tri Path Inc.		No R
Tri State Camera (Tri State Camera Exchange INC)		No R
Triangle Communications Inc.		No R
Triathlon Technology (Triathlon Computer LLC)	Fail	No R
Tribal 1 (T1 Construction, LLC)		No R
Tributary Systems, Inc (TSI Holdings Inc.)		View
TriCorps Surveillance		No R
Trifecta Networks		No R
Trindom Global, LLC (Trindom Global, LLC)		View
Trinity Envision Business Services LLC		No R
Trinity Service Integrations Company		No R
Trinity3 Technology (Trinity3 LLC)		No R
Trinity's Treasures (T. Moore- Thomas)		No R
Triple S Alarm Co., Inc.		No R
TripSpark Technologies (Trapeze Software Group, Inc.)		View
TriStar Commercial, LLC		No R
TRI-STATE ELECTRIC OF JONESBORO		No R
Triton Consulting Group		No R
Triton Sensors (Triton Sensors, LLC)		View
Triumph Cabling Systems LLC		No R
Trotec Laser Inc.		No R
Troxell Communications Inc		No R
True IP Solutions LLC		No R

True North Consulting Group, LLC.		No R
Trust IT (Trust Technologies LLC)		No R
TRYFACTA, INC.		No R
TS Group, LLC		No R
TSC, Tubbesing Solutions (TSC, Tubbesing Solutions)		No R
TSI Global Companies, LLC		No R
TSI Technology Solutions		No R
TSS Networks/MATCHFIT/The Sport Source (The Sport Source)		No R
TSS, Inc.		No R
T-Tech		No R
TTX (Teletronic Services Inc)		No R
Tubbesing Solutions		No R
Tucker and Tucker		No R
Tunabear Consulting Services (Tunabear, Inc)		View
Turf Nation Inc		View
Turing Tumble LLC (Turing Tumble LLC)		No R
Turnitin, LLC		No R
Turn-Key Mobile, Inc. (Turn-Key Mobile, Inc.)		No R
Tvinstal llc		No R
TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)	Warn	No R
Twisted iPhone		Subr
Two Way Direct		No R
Twotrees Technologies, LLC		No R
TX Broadband Holding Co. (Affiniti LLC)		No R
TX One Source (TX One Source)		No R
Txtwire Technologies		No R
Tyler Technologies, Inc.		View
Tynker (Neuron Fuel Inc)		No R
U.S. Tech, Inc.		No R
uCertify LLC		No R
UiPath		No R
Ultimate Presentation Systems, Inc (REESE)		No R

Unbeatable Sale.com Inc (Unbeatable Sale .com Inc)	No R
Unicorn Magic	View
Unified ConneXions	No R
Unified Network Solutions (UNS, Inc)	No R
Unified Systems LLC	No R
Unified Technologies (Unified Tech USA LLC)	No R
UnifiedCommunications.com (Tele-Communication, Inc.)	No R
UNIGUEST (U.S. Hospitality Publishers, Inc)	View
Unique Digital	No R
Unistar-Sparco Computers, Inc.	No R
Unisys Corporation (Unisys Corporation)	Subr
Unite Private Networks (Unite Private Networks)	Subr
United Commercial Energy Partners	No R
United Data Technologies Inc	No R
United Geo Technologies LLC	No R
United Imaging Corporation, Inc. (United Ribbon)	No R
United Manufacturing and Distribution LLC (United Manufacturing and Distribution LLC)	View
United Office Systems (United Office Systems)	No R
United Power & Battery	No R
United Systems Inc	No R
United Training Commercial LLC (United Training)	No R
Unity Education Resources (MyOfficeProducts, LLC)	No R
Universal iRepairs (Universal Overstocks)	No R
Universal Time Equipment Co.	No R
University Instructors	No R
Univo Data, Inc.	No R
Unmanned Vehicle Technologies LLC	No R
UPD Consulting (Urban Policy Development, LLC)	No R
Upper Edge Tech	No R
UpReach Learning (Harmony Education Foundation)	No R
Uptake Technologies, Inc. (Uptake Technologies, Inc.)	No R
UR TURN (UR TURN, SBC)	Subr

US Biz Technology		No R
US Computers Inc (US Computers Inc)		No R
US eDirect (US eDirect)		No R
US Imaging, Inc.		Subr
US IT Solutions Inc (US IT Solutions, Inc.)	Fail	No R
USACI USA Consulting Inc		No R
USATestprep LLC		No R
USI Education & Government Sales (New Precision Technology, LLC)		No R
USM Business Systems		No R
UTJ Holdco, Inc. DBA Teaching Strategies, LLC (UTJ Holdco, Inc. DBA Teaching Strategies, LLC)		Subr
UVC CDE Sanitation Services LLC (Uvc CDE Technology LLC)		View
UVC Sanitizing Solutions LLC		Unsu
UZBL (UZBL LLC)		No R
V Group Inc. (V Group Inc.)		No R
Valiant National AV Supply		No R
Valor Fire & Security (Valor Fire Protection, LLC)		View
Vanguard IT Solutions LLC (Vanguard IT Solutions LLC)		No R
Vanguard Security Group (Soto Security Inc.)		No R
Vantage Point ITAD		No R
Varitronics LLC		No R
Varsity Group Marketing (All-Iowa Score Tables, LLC)		No R
Varsity Tutors LLC (Varsity Tutors LLC)		No R
VAZATA		No R
vCloud Tech Inc.		No R
VCRNOW (Visual Candy Resources)		No R
VCS Security Systems, Inc.		No R
VECTOR IT SOLUTIONS INC. (VECTOR IT SOLUTIONS INC.)		Subr
Vee Model Management Consulting Inc		No R
Velocity Business Products (Velocity Office Products, LLC)		No R
Velocity Micro		No R
Ventanex (CDT Technologies, Ltd.)		No R
Venture Technologies (GKR Systems, INC.)		No R

Veoci Inc.		Subr
Veregy (Midstate Energy, LLC)		View
Verge Ventures, LLC	Fail	No R
VeriDAS Technologies, LLC		No R
Verity Services LLC.		No R
Verkada, Inc. (Verkada, Inc.)		View
Vernier Software and Technology LLC		View
Verrex Corporation		No R
Vertosoft LLC		Subr
Vetcore Technology LLC		View
VEX Robotics INC.		View
VGI Technology (VGI Technology)		No R
VIA Technology, LLC		No R
VIA Technology, LLC		Unsu
VIABLE OFFICE SOLUTIONS INC (VIABLE IMAGING)		No R
Vicki Gleason		No R
Victory Power Solutions, LLC		No R
Video Guidance (Video Guidance.com, Inc.)		No R
Video Reality		No R
Videotex Systems, Inc.		No R
VIE Technologies Inc.		No R
ViewPoint Government Solutions		No R
Viewpoint Networks, Inc.		No R
ViewSonic Corporation		No R
ViewTech (ViewTech Group, LLC)		No R
VIG Solutions Inc.		View
Village Virtual LLC (Debi Crabtree)		No R
Vinakom communications (Vinakom Inc)		No R
Vinani Inc.		No R
Vinson Chien (XYZprinting)		No R
VIO Advisors, Inc.		No R
Viperline Solutions LLC (Viperline Solutions)	Warn	No R

Virtual Communications Specialists		No R
Virtual Speech Center Inc.		No R
VirtualArmour		Subr
Virtucom		No R
Virtuo Group Corporation (Virtuo Group Corporation)		No R
virus solution		No R
Visceral Illumination Code LLC (VISCERAL ILLUMINATION CODE LLC)		No R
Visible Body (Visible Body)		No R
Vision Computer Services Inc (Vision Computer Services Inc)		No R
Vision Integration Services, Inc.		No R
Vision Technology Solutions, LLC		No R
Visionality Designs That Compute dba Visionality (DESIGNS THAT COMPUTE)		No R
visions of video (ferbak inc)		No R
Visitu LLC		No R
Vista IT Group		No R
Vista School Resources, Inc.		No R
VISUAL AV LLC		View
Visual Edge IT (Netwise Resources)		No R
Visual Techniques		View
VitalSigns (Townsend Technology Consulting)		No R
Vitech Cybersecurity Group (Same)	Fail	No R
Vitel Communications Corp.		No R
Vivacity Tech PBC		No R
Vivify LLC (Vivify LLC)		No R
VIVO Technology (Cknapp Sales Inc)		View
Vizitech USA, LLC		No R
Vizocom (Vizocom)		No R
Vodanet Systems LLC		No R
Voice Products Inc.		No R
Voiceconnex (MEYTech Enterprises INC.)		View
Voip Doctor LLC	Fail	No R
Vology		No R

Volume Cases (Hut Global Inc)		No R
VolunteerNow (VolunteerNow)		No R
Vonage Holdings, Inc.		No R
Vortex Companies (Vortex Infrastructure Holdings, LLC)		No R
Voss & Associates (David R. Voss Associates, Inc.)		No R
VOX Network Solutions (VOX Network Solutions)		No R
Vox Scripta LLC		No R
Voyager Sopris Learning, Inc.		View
VSC Fire and Security		No R
VSC, Inc.		No R
vTech Solution Inc		No R
Vteknologie (Vteknologie)		View
VTX1 Companies (VTX Communications, LLC)		No R
W E E Commerce Service		No R
W.S. Darley & Co.		No R
Wachter, Inc.		View
Wagner Consulting LLC		No R
Wahsega (Wahsega Labs, LLC)		No R
Walker Engineering, Inc.		No R
WalkerCom, Inc.	Fail	No R
Ward's MediaTech Inc		No R
Washington Professional Systems (Levin Professional Services, Inc.)		No R
Waterford Research Institute		No R
WaterSignal, LLC		View
Way Companies (Way Companies)		No R
Waypoint Business Solutions		No R
Waypoint Government Solutions, LLC		No R
WB Contracting Group,Inc.		No R
WDA Hoc Nostrum LLC (NerdsToGo Computer Service)		No R
We L;ving Inc		No R
Weaver Technologies LLC		No R
Wells Technology Consulting Group		No R

wePresent (WP Technologies)		No R
Westark Sound Company, Inc.		No R
Westel AV Solutions, Inc.	Fail	No R
WesternTechSystems, Inc.		No R
WeVideo Inc		No R
Whitaker IT LLC		No R
White River Services and Solutions (Arkansas K12, LLC)		View
White Rock Security Group, LLC (White Rock Security Group, LLC)		No R
WHITE WHALE WEB		No R
WhizFish (WhizFish)		No R
WhyTry LLC		No R
Wildcard Corp		No R
Wilkins Electric LLC		No R
Wilkins Innovative Conceptual Designs, LLC (Wilkins Innovative Conceptual Designs, LLC)		No R
Willis Acquisition Enterprise		No R
Wilson Fire Equipment and Serivce Company, Inc.		No R
Wilson Fire Equipment and Service Co. Inc.		No R
Windstream		No R
Winn Innovations (Winn Innovations, LLC)		No R
WIRED! Technology Partners		Unsu
wireless & IP Technologies (West Indies Technologies LLC)		No R
Wistron GreenTech (Wistron GreenTech (Texas) Corporation)		No R
Wonder Workshop, Inc.		No R
Wordware Inc (My Global Data)		View
Work Innovators LLC (Work Innovators LLC)		View
WorkForce Software (WorkForce Software)		No R
Workplace Resource LLC		No R
WORLD GIANT INC		No R
World Internet Marketing Inc.	Fail	No R
World Internet Marketing, Inc.	Fail	No R
World Services for the Blind (World Services for the Blind)		No R
World Wide Imaging Supplies (Zapopan Business Group LLC)		No R

Worldgate (Worldgate, LLC)		No R
WorldPMO (WorlPMO LP)		No R
Worth Ave Group		No R
WP Electric and Communications Incorporated		No R
Write Team Services LLC		No R
Writing with Design (The Learning Project)		No R
WTKCC (Woods TurnKey Conglomerate Corporation)		No R
www.amplifisn.com (www.amplifisn.com)		No R
www.govmation.net (www.govmation.net)	Fail	No R
www.intellectyx.com (www.intellectyx.com)		No R
Wyebot Inc (Wyebot Inc)		No R
Wynndalco Enterprises, LLC		View
X Corp Solutions, Inc.		No R
x.labs (Royal Holdings Technologies Corp)		No R
X-Cal Corp		No R
Xerox Business Solutions Southwest (DAHILL OFFICE TECHNOLOGY CORPORATION)		No R
XID Software, Inc		No R
XMC Sales, LLC		No R
Xyples LLC		No R
Y Marketing Corporation		No R
Yardi Systems (Stewart)		No R
YellowFolder LLC		No R
Yorktown Industries Indiana		No R
YORKTOWN INDUSTRIES, INC.		No R
Your Traveling Geek		No R
YTT Translations Inc.		No R
YuJa Inc.		No R
Z SMART		No R
Zaavya LLC (Zaavya LLC)		Subr
Zalmen Reiss and Associates, Inc.		No R
Zearn		Unsu
Zeitgeist Wellness Group		No R

Zephon LLC (Zephon LLC)		Subr
ZeroEyes		No B
Zia Learning		No R
Zilleem, LLC		No R
ZippSlip (Permissions Safe Inc)		No R
ZNADESIGN (ZNA GROUP LLC)		No R
Zonar Systems Inc		No R
Zonatherm Products, Inc.		No R
Zones LLC		View
Zoom International Incorporporated		No R
Zoom Video Communications		No R
ZPD Solutions		No R
zresta (zresta)		No R
zSpace, Inc. (zSpace, Inc.)		No R
ZTE USA		No R
Zum Services, Inc. (Zum Services, Inc.)		No R
ZUNI Learning Tree LLC		No R
ZYP Solutions, Incorporated	Fail	No R
Zzish Ltd		No R

Participant Detail

1 Stop IT Solutions

Address:	1800 Cedar Springs Drive Prosper, TX 75078 (469) 590-7790	Response Status:	No Response
		Invitiation Date:	1/6/2022
		Invitiation Emails:	Anthoney.Parker@1stopitsolutions.tech
Classifications:	MBE (Primary) SBE SBD		
Participation Type:	Active Supplier		
Email Status:			
Invitiation Type:	Automatic		

11 Series Energy, Inc.

Address:	4525 Pagosa Springs Circle Melbourne, FL 32901 (918) 850-9094	Response Status:	Viewed
		Status Date:	2/16/2022 02:58 PM (CT)

Skip Navigation > Accessibility Options >

Welcome to the Dynamic Small Business Search

DSBS

NEW FEATURES FOR MOBILE USERS:
Phone number hotlinks can be used to dial the number on mobile phones.
Address hotlinks can be used to show the address in Google Maps.

SBA has verified the following certifications in DSBS: HZ, WOSB, EDWOSB, SDB. Any other certification presented in DSBS (i.e., SDVOSB) is self-certified by a firm and not verified by SBA. Other than these SBA certifications, DSBS is generally a self-certifying database and SBA does not make any representation as to the accuracy of the data included. The SBA strongly recommends that contracting officers diligently review a bidder's small business self-certification before awarding a contract.

Location of Profile

States:

(any state)
AL - Alabama
AK - Alaska
AA - American Atlantic (APO/FPO)
AE - American Europe (APO/FPO)
AP - American Pacific (APO/FPO)
AS - American Samoa
AZ - Arizona
AR - Arkansas
CA - California

(How to make multiple selections.)

Searching within a State:

(Requires exactly one state from the State list at left.)

Congressional District: Help

County: Select 1 State, then press Lookup Lookup Help

Area Code or Phone Number Initial Fragment

Metropolitan Statistical Area Help

SBA Servicing Office Help

Zip Code or Zip Code Initial Fragment

Government Certifications

8(a) Certified or 8(a) Joint Venture:

- Required (Active Certifications only)
- Required (Active Certifications and Previously Certified)
- Required (Previously Certified only)
- Not Required

Women Owned Small Business:

- Required (Active Certifications only)
- Required (Active Certifications and Previously Certified)
- Required (Previously Certified only)
- Not Required

HUBZone Certification:

- Required (Active Certifications only)
- Required (Active Certifications and Previously Certified)
- Required (Previously Certified only)
- Not Required

Economically Disadvantaged Women Owned Small Business:

- Required (Active Certifications only)
- Required (Active Certifications and Previously Certified)
- Required (Previously Certified only)
- Not Required

The SBA's 8(a), HUBZone and SDB certifications are also made available to external software via: SBSS Public Web Services.
For more information, see also SBA Certifications in the search help page.

Ownership and Self-Certifications

- [x] Any Minority Owned:
  - [x] Any Native American Owned:
    - [x] Tribally Owned
    - [x] Alaskan Native Corp (ANC) Owned
    - [x] Native Hawaiian Org (NHO) Owned
    - [x] Other Native American
  - [x] Other Minority Owned
- [x] Community Development Corporation (CDC) Owned
- [ ] Self-Certified Small Disadvantaged Business
- [x] Service Disabled Veteran Owned
- [ ] Veteran Owned (including Service Disabled Veteran Owned)
- [x] Any Self-Certified Women-Owned Small Business: (search help)
  - [x] Self-Certified Women-Owned Small Business under the Women-Owned Small Business Program (more information)
  - [x] Self-Certified Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
  - [x] Self-Certified Women-Owned Small Business Joint Venture
  - [x] Self-Certified Economically Disadvantaged Women-Owned Small Business Joint Venture

(To start over in this section, if you like, you can use this hotlink: Clear These Checkboxes)

Specific Nature of Business

NAICS Codes:	○ Any	◉ All (slower)	423430,443142,541519,518210	Help
"Buy Green" NAICS Codes:	◉ Any	○ All (slower)		Help
Keywords:	◉ Any	○ All (slower)		Help

General Nature of Business

☐ Manufacturing ☐ Construction ☐ Research & Development ☐ Services

Minimum Acceptable Bonding Levels

Construction Bonding Level (per contract)
Construction Bonding Level (aggregate)
Service Bonding Level (per contract)
Service Bonding Level (aggregate)

Quality Assurance Standards

☐ ANSI/ASQC Z1.4 ☐ ISO-9000 Series ☐ ISO 10012-1 ☐ MIL-Q-9858 ☐ MIL-STD-45662A

Size

○ At least ◉ No more than
Employees and/or Annual Gross Revenue

Capabilities

Accepts Government Credit Card?	○ Required	◉ Not Required		
GSA Advantage Contract?	○ Required	◉ Not Required		
Exporter?	○ Yes	○ Wants to Be	○ Either	◉ Not Required

☐ Has an Export Profile in TM OnLine (*)

(*) To search the contents of "Export Profiles", use the DSBS-affiliated Trade Mission Online Search ("TM OnLine").

Skip Navigation > Accessibility Options >

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(any state)
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(How to make multiple selections.)

Searching within a State:

(Requires exactly one state from the State list at left.)

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Area Code or Phone Number Initial Fragment

Metropolitan Statistical Area Help

SBA Servicing Office Help

Zip Code or Zip Code Initial Fragment

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- Required (Active Certifications and Previously Certified)
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- Not Required

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- Required (Active Certifications and Previously Certified)
- Required (Previously Certified only)
- Not Required

Economically Disadvantaged Women Owned Small Business:

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- Required (Active Certifications and Previously Certified)
- Required (Previously Certified only)
- Not Required

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For more information, see also SBA Certifications in the search help page.

Searching for a specific profile

CAGE Code: CAGE Cod Help

DUNS Numbers: DUNS Numbers Help

8(a) Case Number: 8(a) Case #

(Note: Searching by name is slower than other criteria.)

Company Name or Trade Name: Company Name or Trade Name

- ○ Do "sounds like" matching
- ◉ Do "first letters" matching
- ○ Do "contains" matching

Profile Status

Last Updated

○ On or before ◉ On or after mm/dd/yyyy

Status

- ☑ Active (default)
- ☐ Expired Registration in SAM
- ☐ Not Fully Registered in SAM

Default Public Search | All

("All" also sets Profile Last Updated to 'On or after 01/01/1900')

Search Results Display Options

Maximum number of profiles to be returned at a time:

25

Note: "Show All" shows as many profiles as you're allowed to receive, which may increase that limit to 5000. But due to a database restriction, adding "one-to-many" fields to the profile list (next item), lowers the limit to 1000. Choosing HTML Import format,below, automatically sets "Show All".

Show the following fields in the profile list:

```
Name and Trade Name of Firm; Contact; Address and City, State Zip; Capabilities Narrative; E-mail Address
```

Edit the columns to be displayed

Font Size (these usually affect all formats except HTML Import as text):

○ Tiny ○ Small ◉ Normal ○ Large ○ XLarge

Format. Show the search results in:

- ◉ Table format
- ○ HTML Import format
  Save As...: ○ .text ◉ .xls (spreadsheet)
  If importing into Windows Excel 2007 or later, answer Yes to the format/suffix dialog.
- ○ Mail-merge format
  Delimiter: ◉ comma ○ comma and blank ○ tab
- ○ Vertical format (useful for mobile users)

NOTE: Search results will be randomized by the time of day you press the "Search Using These Criteria" button.

Search Using These Criteria | Reset | Clear

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Ideal System Solutions, Inc.	Carol Irish	5600 Rowland Rd Ste 220 Minnetonka, MN 55343-4419
2	F-Concepts, Inc.	HEE S KIM	8421 Falcone Pointe Way Vienna, VA 22182-5321
3	NETWORK RUNNERS INC	MANOJ BHATIA	22804 PORTICO PL ASHBURN, VA 20148-6946
4	RACEME GROUP LTD.	Raman Sharma	323 East Main Street Stanley, VA 22851-4044
5	RADIANT INFOTECH LLC	Deepti Kharbanda	5523 RESEARCH PARK DR STE 130 CATONSVILLE, MD 21228-4679
6	Crowned Grace Inc Crowned Grace International	STEPHANIE A. Parson	4415 Nicole Dr Ste F Lanham, MD 20706-4357
7	Linkitall LLC LIA	Markeesha Reed	1125 Jefferson Davis Hwy Ste 380 Fredericksburg, VA 22401-8449
8	Yakshna Solutions, Inc.	Srividhya Chakravarthi	950 Herndon Pkwy Ste 280 Herndon, VA 20170-5537
9	Ideal System Solutions, Inc.	Carol Irish	409 Barclay Avenue Unit 1 Pine River, MN 56474-5139
10	Acadia Technology Solutions, LLC	Deepti Piziak	11800 Sunset Hills Rd Unit 1110 Reston, VA 20190-4789
11	H2 It Solutions, Inc.	Alice Hayden	3505 Lake Lynda Dr Ste 200 Orlando, FL 32817-8333
12	ISOFT SOLUTIONS, LLC	LISBET D. HUGHES	5361 CLEVELAND ST VIRGINIA BEACH, VA 23462-6524
13	Hypatia Project LLC	Kelly McVearry	1818 Library St Ste 500 Reston, VA 20195-6274
14	Program Management and Technology Services, Inc PMTS	Ruby T Tuck	60 Commerce St Ste 320 Montgomery, AL 36104-3683
15	ANNEXOS LLC	Aisha Niazi	5504 CROFTON GREEN DR FAIRFAX, VA 22030-6364
16	DOBBS DEFENSE SOLUTIONS LLC	Erica Dobbs	3502 WATERFORD MILL RD BOWIE, MD 20721-3294
17	Silver Line Tech LLC	Kimberly Wagner	19 E Market St Ste 301 Leesburg, VA 20176-3001
18	Silotech Group, Inc Silotech Academy	TIFFANY TREMONT	18918 Ridgewood Pkwy Ste 118 San Antonio, TX 78259-0000
19	Joltec LLC LoudounTec	Vanit Arora	202 CHURCH ST SE STE 209 Leesburg, VA 20175-3031
20	Coltcam LLC	Maggi Jones	1130 N Riverside Blvd Ste 100 Norfolk, NE 68701-3007

21	CREATIVE SCANNING SOLUTIONS INC	Karen Zilora	43 Fox Hill Dr FAirport, NY 14450-8605
22	Inoventures, Llc	Meena Krishnan	21 N Broad St Ste F Luray, VA 22835-1147
23	Virtual Computing Technology, Inc. Virtual Computing Technology	Cigi Oakley	380 Stevens Avenue, Suite 213 Solana Beach, CA 92075-2069
24	Cybergear, Inc.	Craig Carnahan	141 N 6th Street Show Low, AZ 85901-5004
25	Savantage Financial Services, Inc. Savantage Solutions	KELLY M BARNES	2101 Gaither Rd Ste 350 Rockville, MD 20850-4074
26	Advanced Communication Cabling Inc A.C.C.I.	Ruth Fritz	35 Beachview Ln Falls of Rough, KY 40119-7576
27	Superior Global Solutions, Inc.	SANDRA B SYLVESTER	9048 MAHOGANY DR CHESTERFIELD, VA 23832-2677
28	JOD ENTERPRISES, INC. Micro Records Company	Erica Davis	9321 Philadelphia Rd Ste D BALTIMORE, MD 21237-4144
29	KNOT TECHNOLOGY SOLUTIONS, L.L.C.	Veronica Whitmore	5504 BERKLEY MANOR LN CHURCHTON, MD 20733-9697
30	Lunatek LLC	shandra vestal	1030 18th St NW Albuquerque, NM 87104-2076
31	Ikwebay LLC	Khara Laducer	814 Chief Little Shell St Belcourt, ND 58316-0000
32	Centricity Technology Partners, Inc.	Shonta N Williams	621 Quackenbos St Nw Washington, DC 20011-1229
33	AGILE5 TECHNOLOGIES, INC.	LISA L. Fritsch	1000 Technology Drive Suite 1370 Fairmont, WV 26554-9044
34	SANFORD TECHNOLOGY GROUP LLC	ANTOINETTE D SANFORD	335 S MARINE DR SANFORD SE TAMUNING, GU 96913-0000
35	COMCO, INC.	VICKI ADKINS	100 S ALTO MESA DR El Paso, TX 79912-4437
36	Steel Point Solutions, LLC	Likia T Hawkins	11720 Beltsville Dr Ste 1001 Calverton, MD 20705-3166
37	IBEX IT Business Experts LLC	Tracey Grace	3295 River Exchange Dr Ste 550 Norcross, GA 30092-4238
38	Creation Networks, Inc.	LISA Benson	1001 Shary Cir Ste 1 Concord, CA 94518-2419
39	Communications Resource, Incorporated C R I	Victoria Johnson	8280 GREENSBORO DR STE 500 MC LEAN, VA 22102-3884
40	Techliberty Inc.	Malarmagal Johnson	18025 Coachmans Road Germantown, MD 20874-2282
41	Shore Solutions, Inc.	Elizabeth V Banker	2506 Market St San Diego, CA 92102-3010

42	VANTAGE ID APPLICATIONS	Pam Baker	2400 FENTON ST STE 204 CHULA VISTA, CA 91914-3501
43	CONVIOT INC.	Anna Randazzo	10231 EL MONTE ST OVERLAND PARK, KS 66207-3635
44	TROFHOLZ TECHNOLOGIES, INC	TROY GLENN	701 TREVELERS BLVD STE 545 SUMMERVILLE, SC 29485-8909
45	Divine Imaging Inc.	KIMBERLY Devane	21323 Pacific Coast Hwy Ste 101 Malibu, CA 90265-5202
46	SCYSEC LLC	Felice M Flake	1206 MILLENNIUM PKWY STE 2007 BRANDON, FL 33511-3895
47	Indicium Technologies Inc. Innovative Solutions Technology	JAMILA JONES	1528 Winchester Ave Apt 2 Martinsburg, WV 25405-5025
48	Diltex, Inc.	KINOO SINGH	1750 W. Cameron Ave Ste 110 West Covina, CA 91790-2723
49	Next Phase Solutions, LLC	Mary McKnight	1221 E Broadway St Ste 1001 Oviedo, FL 32765-7829
50	Clover, LLC	Julie S Kyle	202 Church St Se Ste 210 Leesburg, VA 20175-3031
51	IDEAL SYSTEM SOLUTIONS, INC.	Carol Irish	12 Rocky Slope Dr Santa Fe, NM 87508-1353
52	FASHION CONCEPTS	Benje Middlebrooks	14504 GREENVIEW DR STE 415 LAUREL, MD 20708-3202
53	Neola Group LLC	Nancy Benenson	909 Calib Court Franklin, TN 37067-1372
54	Equinox Consulting Group, LLC	ADESOLA AWOFESO	2723 Cohn Gdn Houston, TX 77007-1195
55	Cybergear, Inc.	Danette Carnahan	8224 Lake Front Dr Show Low, AZ 85901-0000
56	Mercom, Incorporated Mercom Corporation	Dustin Fugett	1067 Petigru Dr Pawleys Island, SC 29585-0000
57	Pittman Consulting Group, LLC	Shonia Roach	800 CONNECTICUT AVE NW STE 300 WASHINGTON, DC 20006-2763
58	Ideal System Solutions, Inc.	Carol Irish	4646 Main St Pequot Lakes, MN 56472-0000
59	SJ Technologies, Inc.	Karen J Lawton	5019 W Broad St Ste M209 Sugar Hill, GA 30518-5189
60	Logistics365, Inc.	Candi Wingate	84640 US HIGHWAY 81 NORFOLK, NE 68701-1013
61	Dsfederal, Inc.	Sophia Parker	416 Hungerford Dr Ste 435 Rockville, MD 20850-5113
62	8-Koi, Inc.	Inga I. Young	775 E Merritt Island Cswy Ste 230 Merritt Island, FL 32952-3311

63	NIS SOLUTIONS CORP. NIS Solutions	Marc Richa	22636 Davis Dr Ste 375 Sterling, VA 20164-6404
64	Eidos Technologies, LLC	Kathy Nibley	8569 C Sudley Road Manassas, VA 20110-3863
65	Nyla Technology Solutions, Inc.	Shana Cosgrove	1714 Bolton St Baltimore, MD 21217-4323
66	Inoventures, LLC	Meena Krishnan	7601 Lewinsville Rd Ste 101 McLean, VA 22102-2833
67	Professional Information Systems Inc	Paulette S Hill	232 S Linda St Hobart, IN 46342-4525
68	Logistix Technologies, Inc	REBECCA D ROYAL	730 TAZEWELL PIKE LUTTRELL, TN 37779-2028

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Silotech Group, Inc Silotech Academy	TIFFANY TREMONT	18918 Ridgewood Pkwy Ste 118 San Antonio, TX 78259-0000
2	eTRANSERVICES Corp.	Hassen C Beckford	107 Westwood Office Park Fredericksburg, VA 22401-5124
3	INNOVATECH IT SERVICE SOLUTIONS, L.L.C. INNOVATECH	Miguel Granados Ramirez	213 N 3rd St ROCKFORD, IL 61107-4012
4	QUZARA LLC	Saif Rahman	8521 Leesburg Pike Ste #250 Vienna, VA 22182-2428
5	8-Koi, Inc.	Inga I. Young	775 E Merritt Island Cswy Ste 230 Merritt Island, FL 32952-3311
6	ALAKA`I SERVICES GROUP INC.	Amanda Crabtree-Loo	47 POIPU DR HONOLULU, HI 96825-2134
7	Galapagos Federal Systems LLC Galapagos	Todd P Lawson	112 Kulipu'u St Kihei, HI 96753-7158
8	Chenega Analytic Business Solutions, LLC	Sonia Mundra	10505 Furnace Rd Ste 205 Lorton, VA 22079-2636
9	DYNAMIC PLANNING & RESPONSE LLC	Chelsea Y. Chae	820 W Hind Dr Ste 1293 Honolulu, HI 96821-1851
10	Phia LLC	Truong D Dang	3949 Royal Lytham Dr Fairfax, VA 22033-2006
11	LFM Industries Inc. Massey Industries	LISA F MASSSEY	117 N Palmer St Houston, TX 77003-1612
12	Kaiyuh Information Technologies, LLC	Cheryl Sands	112 N WATER ST STE 201 Sparta, WI 54656-1737
13	Kaiva-Signature JV, LLC	Cameron J EchoHawk	6060 W 3650 N Ste 800 Ivins, UT 84738-6618
14	D&M Worldwide LLC	Jorge E Medina	1818 Library St Ste 500 Reston, VA 20190-6274
15	CONTINUUM ENGINERING, INC.,THE	TARUN K GHOSH	3435 Wilshire Blvd Ste 2270 LOS ANGELES, CA 90010-2008
16	Indicium Technologies Inc. Innovative Solutions Technology	JAMILA JONES	1528 Winchester Ave Apt 2 Martinsburg, WV 25405-5025
17	Flatwater Solutions Company	Tom Medara	1 Mission Dr Winnebago, NE 68071-4900
18	Trinity Global Consulting, LLC	Jesus Rivera	7686 Richmond Hwy Ste 117 Alexandria, VA 22306-2800
19	Scope IT Consulting, LLC	Sivapriya Rajeshwer	3235 Satellite Blvd Bld 400 Ste 300 Duluth, GA 30096-8688
20	Umyuaq Technology, LLC	Will Emerson	104 Main St, Ste 201 Dillingham, AK 99576-8700

21	Route7 Consulting Inc. route7	Ajitha P Narayanan	21382 Fairhunt Ashburn, VA 20148-4315
22	F-Concepts, Inc.	HEE S KIM	8421 Falcone Pointe Way Vienna, VA 22182-5321
23	KNZ Solutions Inc	Khaled Mussa	9100 Baltimore St NE Ste 110 Blaine, MN 55449-4376
24	KAIYUH INFORMATION TECHNOLOGIES, LLC	Cheryl Sands	1001 E Benson Blvd Ste 201 Anchorage, AK 99508-4256
25	Osage Innovative Solutions, LLC Tallgrass Technology Services	Frank Freeman	201 W ROGERS BLVD STE 4 SKIATOOK, OK 74070-1038
26	MERIDIAN PARTNERS, LLC INTERACTIVE BLUE	WIL MARTINEZ	1000 5TH STREET SUITE 200 MIAMI BEACH, FL 33139-2439
27	CBL ENTERPRISE INC	Rebecca J Loredo	401 N Lombard St Ste E OXNARD, CA 93030-8036
28	Cartridge Works Plus, LLC Jelly What	Steven Parker	80 Miracle Strip Pkwy SE, Suite 6 FORT WALTON BEACH, FL 32548-2806
29	AT - PKS JV, LLC	Michelle Marshall	3215 W STATE ST STE 309C MILWAUKEE, WI 53208-3364
30	SJ Technologies, Inc.	Karen J Lawton	5019 W Broad St Ste M209 Sugar Hill, GA 30518-5189
31	Advanced Communication Cabling Inc A.C.C.I.	Ruth Fritz	35 Beachview Ln Falls of Rough, KY 40119-7576
32	PREMIER MECHANICAL GROUP INC.	Michael Johnson	1201 Simpson Way Escondido, CA 92029-1407
33	Genesis 360 LLC	Craig A Stevens	804 main st baton rouge, LA 70802-5528
34	Instaff Solutions, L.L.C. IT Data Solutions	Abel A. Herrera	18191 NW 68 Ave Ste 211 Miami, FL 33015-3997
35	Virtual Computing Technology, Inc. Virtual Computing Technology	Cigi Oakley	380 Stevens Avenue, Suite 213 Solana Beach, CA 92075-2069
36	Caidar Technology Incorporated LLC Caidar Technology	Cain Manzira	710 Boundary Street Unit B Beaufort, SC 29902-4187
37	AZ Cyber Security Solutions, INC	Zekeria A sheikh	21329 Cameron Hunt Plc Ashburn, VA 20147-4936
38	1PROSPECT TECHNOLOGIES, LLC ONE PROSPECT TECHNOLOGIES	Lorene Reeder	4694 OLD 8 RD RHINELANDER, WI 54501-2161
39	Prosis Hawaii, LLC Prosis Network Solutions	Pari Remis	905 Kalanianaole Hwy Spc 2303 Kailua, HI 96734-4660
40	DoLogic, Inc.	JOSEPH DO	4004 Woodland Rd Annandale, VA 22003-2605
41	IBEX IT Business Experts LLC	Tracey Grace	3295 River Exchange Dr Ste 550 Norcross, GA 30092-4238

42	EAI BUSINESS SOLUTIONS INC. EIM PLUS	MUNAVAR LODI	521 C Street Quantico, VA 22134-3438
43	G.S.S.I Solutions Inc.	JERRY BANKS BANKS	1101 Connecticut Ave NW Ste 450 Washington, DC 20036-4359
44	G-TECH CONSULTING, INC	GREGORY THORNTON	905 BRODERICK DR OXON HILL, MD 20745-1755
45	WhirlWind Technologies LLC	KoJo Addae Mintah	2200 Pennsylvania Ave NW 4th Fl E Washington, DC 20037-1709
46	Ventech Inc.	CHANDAN JHUNJHUNWALA	9701 Apollo Dr Ste 330 Largo, MD 20774-4795
47	AT - ADG JV LLC	Greg Kolean	3215 W STATE ST STE 309C MILWAUKEE, WI 53208-3364
48	Lnke Technologies Inc.	Nathaniel A Jones Jr	236 Auburn Ave NE Ste 103-B Atlanta, GA 30303-2609
49	Red Laser Technology, Inc	Adrian Jones	1230 Raymond Rd Ste 1222 Jackson, MS 39204-4583
50	Joltec LLC LoudounTec	Vanit Arora	202 CHURCH ST SE STE 209 Leesburg, VA 20175-3031
51	Lunatek LLC	shandra vestal	1030 18th St NW Albuquerque, NM 87104-2076
52	TSC-ITG JV LLC	Thu Stubbs	11921 Freedom Dr Ste 550 Reston, VA 20190-5635
53	Alphatech Systems And Consulting Inc. Alphatech Systems	Deepak Sharma	514 Lothian Way Abingdon, MD 21009-2946
54	ACCESS COMMUNICATIONS GROUP, LLC ACCESS COMMUNICATIONS GROUP	Ana C Espinoza Enriquez	2017 Texas Ave El Paso, TX 79901-1968
55	Wintrio LLC	Musharaf U Rashid	722 E MARKET ST STE 102 #C31 LEESBURG, VA 20176-4475
56	IDRIL KOMPSYS I JV LLC KITS	Lakshmi Radhakrishnan	172 PROSPECT PL ALPHARETTA, GA 30005-5453
57	CNE-Signature JV LLC	Jae Kang	27345 Aquia Path Dr Courtland, VA 23837-2195
58	Three Star Government Solutions, LLC	Anthony Caole	185 E Nelson Ave #B Wasilla, AK 99654-6462
59	Access Communications Group, LLC	Ana C Espinoza Enriquez	5470 S Monrovia Ave Tucson, AZ 85706-2120
60	Ubisec Systems, Inc.	EDWARD SOHN	2500 E Imperial Hwy Ste 149A-174 Brea, CA 92821-6122
61	PRECISION RECEIVABLE SERVICES, LLC Precision HealthCare Consultant	Vanessa Best	1488 Wales Ave Baldwin, NY 11510-1741
62	Zepol Productions Inc. KiloTech	Michael D Jones	400 W Main St Round Rock, TX 78664-5808

63	SIMPLE TECHNOLOGY SOLUTIONS INC.	Adrian W Rich	1775 I St NW Suite 1150 WASHINGTON, DC 20006-2435
64	ATI Government Solutions LLC	Firmadge Crutchfield	47 E South St Unit 002 Frederick, MD 21701-5980
65	Chenega Analytic Business Solutions, LLC	Sonia Mundra	3000 C St Ste 301 Anchorage, AK 99503-3975
66	Program Management and Technology Services, Inc PMTS	Ruby T Tuck	60 Commerce St Ste 320 Montgomery, AL 36104-3683
67	VLSS LLC	Dean Bolton	222 N. Sepulveda Blvd. #2000 El Segundo, CA 90245-5614
68	KAMBRIAN CORPORATION	Jonathan Y Chang	2707 E VALLEY BLVD STE 312 WEST COVINA, CA 91792-3198
69	Applied Cloud Technologies LLC ACT	Adrian Rich	1775 I St Nw Ste 1150 Washington, DC 20006-2435
70	Goldbelt Nighthawk LLC	Lew Hicks	603 Pilot House Dr Ste 400 Newport News, VA 23606-1904
71	Yesdi Inc. Yesdi Systems	Ben K Chennat	844 Edmondson Ave Baltimore, MD 21201-1405
72	CONSOLIDATED DATA STORAGE, L.L.C.	AYO AJIGBOLAMU	2475 NORTHWINDS PKWY STE 200 ALPHARETTA, GA 30009-4808
73	FASHION CONCEPTS	Benje Middlebrooks	14504 GREENVIEW DR STE 415 LAUREL, MD 20708-3202
74	RADIANT INFOTECH LLC	Deepti Kharbanda	5523 RESEARCH PARK DR STE 130 CATONSVILLE, MD 21228-4679
75	Linkitall LLC LIA	Markeesha Reed	1125 Jefferson Davis Hwy Ste 380 Fredericksburg, VA 22401-8449
76	Teya Enterprises LLC	GREG STRIKE	15558 W Fairmount Ave Goodyear, AZ 85395-8567
77	International Construction Inc.	Signe Naeole	333 12th Ave SE Ste 201A Norman, OK 73071-4941
78	Professional Information Systems Inc	Paulette S Hill	232 S Linda St Hobart, IN 46342-4525
79	BizSolutions 360, Inc. B360	Peter K Nganga	1725 DeSales Street NW Washington, DC 20036-4406
80	Vtier Systems Inc.	Vikas Rana	44345 Stone Roses Cir Ashburn, VA 20147-6073
81	2Matoe LLC	Raul Acosta	4275 Gracewood Dr Ste 102 Colorado Springs, CO 80920-6600
82	ACCESS COMMUNICATIONS GROUP, LLC.	Ana C Espinoza Enriquez	198 Paloma Mesa Rd Anthony, NM 88021-8640
			101 E 9th Ave Ste 9B

83	Teya Enterprises LLC	Ron Perry	Anchorage, AK 99501-3651
84	Techliberty Inc.	Malarmagal Johnson	18025 Coachmans Road Germantown, MD 20874-2282
85	Immersive Concepts, LLC	Rubin T Sloan	11750 BELTSVILLE DR STE 120 BELTSVILLE, MD 20705-3196
86	Pittman Consulting Group, LLC	Shonia Roach	800 CONNECTICUT AVE NW STE 300 WASHINGTON, DC 20006-2763
87	''Mibura, Inc.'' Mibura	IMRAN MIRZA	3520 S BENTLEY AVE LOS ANGELES, CA 90034-6505
88	Innovatus Technology Consulting	JOHN T. NGUYEN	9655 Granite Ridge Drive, Suite 200 San Diego, CA 92123-2676
89	UMYUAQ TECHNOLOGY, LLC	Will Emerson	2722 W Bitters Rd Ste 118 San Antonio, TX 78248-1235
90	Diltex, Inc.	KINOO SINGH	1750 W. Cameron Ave Ste 110 West Covina, CA 91790-2723
91	TEYA ENTERPRISES LLC	GREG STRIKE	9414 GOODMAN CT ELK GROVE, CA 95624-6048
92	JEFFREY TSE, LLC	Jeff Tse	7 Liberty Ridge Ct Owings Mills, MD 21117-4600
93	NETCLOUD, LLC NetCloud Information Technology	Mehul Satasia	4205 Buckskin Rd Cedar Park, TX 78613-7834
94	ServBeyond Solutions LLC	Gurdeepak S Bakshi	5520 Research Park Drive, Suite 100 Baltimore, MD 21228-4851
95	INTERNATIONAL GLOBAL SOLUTION, Corp	Clarence Lyles	643 Massachusetts Ave Ste 200 Indianapolis, IN 46204-1653
96	ECF DATA LLC	Joseph E Henderson	4775 S Durango Dr. Suite 106 Las Vegas, NV 89147-8157
97	Advent SVCS LLC	Tomas Santos-Alejandro	949 Jenks Avenue, Suite 11 Panama City, FL 32401-2584
98	Truth Technology, Inc.	APRIL T BROWN	5201 Maries Retreat Dr Bowie, MD 20720-3342
99	Teknas, Inc. Teknas	SANKET PATEL	4000 Dunwoody Pk Unit 2405 Atlanta, GA 30338-7957
100	Advancia Government Services, LLC	Jennifer Looper	3215 W State St Ste 309E1 Milwaukee, WI 53208-3364
101	Jasper Solutions Inc	ANSHUMAN Patel	21 MELVILLE RD 7631
102	Cambio Consulting Group, LLC	Carlos Vazquez	17321 Jefferson Davis Hwy Ste 307 Dumfries, VA 22026-2271
103	DOBBS DEFENSE SOLUTIONS LLC	Erica Dobbs	3502 WATERFORD MILL RD BOWIE, MD 20721-3294
	1prospect Technologies, Llc		755 Research Pkwy Ste 150

104	One Prospect Technologies	Lorene Reeder	Oklahoma City, OK 73104-3621
105	FWG Solutions, Inc. FWG	Nshokano Katabana	1725 I St Nw Ste 520 WASHINGTON, DC 20006-2403
106	Tyrula, LLC	MANU UPPAL	1451 DOLLEY MADISON BLVD MC LEAN, VA 22101-3879
107	Strategic Consulting Alliances, LLC	James M GALLIGAN	419 West Main Street Crisfield, MD 21817-1341
108	Idril Services Corporation	Lakshmi R Balusu	172 Prospect Pl Alpharetta, GA 30005-5453
109	RV GLOBAL SOLUTIONS INC	Vandana Gangu	247 E Front St, Suite # 1 Trenton, NJ 08611-1717
110	Analytica LLC Analytica	Christopher Huang	660 N Capitol St NW Ste 07-125 Washington, DC 20001-1642
111	Jasint Consulting And Technologies, LLC	Rodney Williams	9730 Patuxent Woods Dr Ste 500 Columbia, MD 21046-1632
112	TIS3, LLC	Richard C Taylor	15074 Sawgrass Place Haymarket, VA 20169-3125
113	Advent Business Company Inc.	Rajesh Gupta	21 Fort Evans RD NE STE F Leesburg, VA 20176-4488
114	Arrowhead Global LLC	Chad Hill	22033 US Highway 19 N Clearwater, FL 33765-2362
115	FragCity Inc.	Cristina M Gonzalez	24 Sanford Ferry Ct Fredericksburg, VA 22406-5446
116	IP Consulting Inc. IP Consulting	Milton Moore	9900 Phoenix Ln Great Falls, VA 22066-1827
117	Metro Techies LLC	John Ferguson II	11916 CALICO WOODS PLACE WALDORF, MD 20601-7265
118	MITCHELL VANTAGE SYSTEMS, LLC	Jenna Akers	1 E Sheridan Ave Ste 400 Oklahoma City, OK 73104-2434
119	Technology Science Corporation	Thu Stubbs	11921 Freedom Dr Ste 550 Reston, VA 20190-5635
120	CODE PLUS INC	JINAN ABOUSHAKRA	2750 PROSPERITY AVE STE 230 FAIRFAX, VA 22031-4376
121	SUH'DUTSING-PILKINGTON CONSTRUCTION JV, LLC	Carla Sanchez	600 N 100 E STE M CEDAR CITY, UT 84721-3807
122	Trubest Enterprise Solutions, LLC	IRVING C BEST Jr.	13446 Greenacre Dr Woodbridge, VA 22191-1814
123	Propelled Technologies LLC	ANWAR SHAHID	445 Dexter Ave Ste 4050 Montgomery, AL 36104-3867
124	Rearden Logic Inc. Rearden Logic	Kristopher Schehr	2650 E 40th Ave Denver, CO 80205-3604
			101 E 9th Ave Ste 9B

125	Teya Support Services LLC	Ron Perry	Anchorage, AK 99501-3651
126	Miwok Construction LLC	Jeff Andersen	9960 W Cheyenne Avenue Suite 290 Las Vegas, NV 89129-7706
127	Centacor Inc.	Antone Williams	1 N 1st St Ste 696 Phoenix, AZ 85004-2357
128	Davis Unlimited Information Technologies Inc. DUIT	Denise L DAVIS	5520 Research Park Dr Ste 100 Baltimore, MD 21228-4851
129	Agelix Consulting LLC	ABINASH PARIDA	8101 COLLEGE BLVD STE 100 OVERLAND PARK, KS 66210-2671
130	Aleut Information Technology, LLC	John Mays	4000 Old Seward Hwy Ste 300 Anchorage, AK 99503-6079
131	PRESAFE TECHNOLOGIES LLC	Robert V Jones	5 UNAMI CT SOMERSET, NJ 08873-4645
132	Crowned Grace Inc Crowned Grace International	STEPHANIE A. Parson	4415 Nicole Dr Ste F Lanham, MD 20706-4357
133	TEYA ENTERPRISES LLC	GREG STRIKE	500 WOODLAKE CIR STE E CHESAPEAKE, VA 23320-8938
134	TECHFOCUS LLC	Lijuan Wang	7051 SALVIA STREET ARVADA, CO 80007-7077
135	OSI Federal Technologies Inc.	Hans Sugatan	4500 Daly Dr Suite 110 Chantilly, VA 20151-3740
136	Whirlwind Technologies LLC	KoJo Addae-Mintah	137 NATIONAL PLZ STE 300 OXON HILL, MD 20745-1153
137	TECHSERVUNITED, LLC	Harmanjeet S Rangar	13869 REMBRANDT WAY CHANTILLY, VA 20151-3259
138	PCPlus Networks, Inc.	SHAN DHOLARIA	1010 Lakes Pkwy Lawrenceville, GA 30043-8905
139	QED Enterprises Inc.	MARK WITTE	11918 Haddon Lane Woodbridge, VA 22192-6059
140	GAPA INTERNATIONAL LLC	Geoffrey A Hedgepeth	939 S ATLANTIC BOULEVARD STE 211 MONTEREY PARK, CA 91754-1065
141	GovMobile, LLC	Lambert Matias	300 Annapolis, MD 21401-3273
142	DT-Trak Consulting, Inc.	Sterling A Springer	210 N Broadway Miller, SD 57362-1414
143	Coho Technology Solutions, LLC	George Bernardy	1577 C St Ste 300 Anchorage, AK 99501-5133
144	Addon Services, LLC.	Prita Abraham	1800 Diagonal Rd Ste 600 Alexandria, VA 22314-2840
145	Advent SVCS LLC	Tomas Santos-Alejandro	Urb Santa Isidra 2, 124 Calle 7 Fajardo, PR 00738-4176

146	Superior Minds LLC	joel Soto	Carr 110 km. 238 int Aguadilla Aguadilla, PR 00603-0000
147	Parra Consulting Group, Inc	JULIO C PARRA	517 Glenbrook Drive Middletown, MD 21769-7727
148	Kriaanet Inc.	Deepali Jain	161 Fort Evans Rd NE Ste 325 Leesburg, VA 20176-3375
149	Solvitur Systems LLC	Adegbola Odutola	202 Church St SE Ste 303A Leesburg, VA 20175-3031
150	Konark Software Solutions, LLC Konark Software	ARJUN TALLA	5741 Cleveland St Ste 200 Virginia Beach, VA 23462-1778
151	Hancock and Poole Security Incorporated	Lamar Hancock	1201 Wilson Blvd Ste 2700 Arlington, VA 22209-2337
152	ATL-Vista JV, LLC	Brian Westerdale	1016 W 6TH AVE STE 401 ANCHORAGE, AK 99501-1963
153	SQN SYSTEMS CORP	Joseph Conley	9654 GOLDEN ROD PATH COLUMBIA, MD 21046-2001
154	Aleknagik Technology, LLC	Gary J Chythlook	1016 W 6TH AVE STE 401 ANCHORAGE, AK 99501-1963
155	Nyla Technology Solutions, Inc.	Shana Cosgrove	1714 Bolton St Baltimore, MD 21217-4323
156	D's Ventures, LLC LogMet Solutions	DEMAURICE Scott	5240 Snapfinger Park Drive Suite 115 DECATUR, GA 30035-4054
157	Practical Solutions, Inc. PSI	Jehad K Hajeer	20 F ST NW Ste 700 Washington, DC 20001-6705
158	Tigua Technology Services, Inc.	Christopher Munoz	12 Leigh Fisher Blvd Ste 208 El Paso, TX 79906-5239
159	Zetta Pros LLC	Sarom Hong	2201 E Willow St Ste D232 Signal Hill, CA 90755-2148
160	Network Alliance LLC	Melissa C Killen	4242 Medical Drive Suite 5250 San Antonio, TX 78229-5367
161	Steel Point Solutions, LLC	Likia T Hawkins	11720 Beltsville Dr Ste 1001 Calverton, MD 20705-3166
162	H4 Enterprises, LLC	DAVID D KYLE	230 Donaldson St Ste 200a Fayetteville, NC 28301-0012
163	Infometrics Technology, Inc	RANDY STEPHENS	7056 Lanier St Annandale, VA 22003-5807
164	TEYA ENTERPRISES LLC	Ron Perry	1737 LEE ROAD 10 AUBURN, AL 36832-8053
165	QCM, Inc.	Suresh Pendem	85 S Bragg St Ste 200L Alexandria, VA 22312-2798
166	ExpediteInfoTech, Inc.	Nageswara Tripuramallu	9200 Corporate Blvd Ste 130 Rockville, MD 20850-3862

167	Aleut Information Technology, LLC	Breke Harnagel	5775 Mark Dabling Blvd #105 Colorado Springs, CO 80919-2240
168	Centricity Technology Partners, Inc.	Shonta N Williams	621 Quackenbos St Nw Washington, DC 20011-1229
169	NEIGHBORHOOD COMPUTER CENTER CORP	Fatema Sayeeda	18714 Wickham Rd Olney, MD 20832-3131
170	Aleut Information Technology, LLC	John Mays	5775 MARK DABLING BLVD STE 130 COLORADO SPRINGS, CO 80919-2241
171	3T-Innovations, LLC 3Ti	Francisco C Valencia	13908 Monroes Business Park Tampa, FL 33635-6370
172	Next Phase Solutions, LLC	Mary McKnight	1221 E Broadway St Ste 1001 Oviedo, FL 32765-7829
173	DBISP, LLC	John Miller	155 Tri County Pkwy Ste 275 Cincinnati, OH 45246-3249
174	Digital Plaza, LLC Digital Plaza Direct	Jay AEMISEGGER	741 Tennis Ave Ambler, PA 19002-2729
175	Echelon Services, LLC	Thomas E Ongies	9720 CAPITAL CT STE 201 Manassas, VA 20110-2050
176	Arctic Information Technology, Inc	Carrie Longo	11500 Sukdu Way Ste 150 Anchorage, AK 99515-2616
177	Tundra Federal, LLC	PETER BURGESS	2553 Dulles View Dr Ste 700 Herndon, VA 20171-5228
178	RCA, LLC GTEC (Grand Traverse Engineering & Construction)	Kenneth A Ockert	3147 Logan Valley Rd Traverse City, MI 49684-4772
179	STELLAR PHOENIX SOLUTIONS LLC easySERVICE Data Solutions	Anisha Gupta	116 Village Blvd Ste 200 Princeton, NJ 08540-5700
180	Infinite Enterprises LLC Jeremiah Lewis Infinite Enterprises	JEREMIAH Lewis	3010 LBJ Freeway, Suite 1200 Dallas, TX 75234-2710
181	DBISP, LLC dbFederal	John Miller	8857 Commerce Park Place, Suite D Indianapolis, IN 46268-3130
182	Xcellent Technology Solutions, Inc.	Daniel C Boshell	14600 Washington St Suite 155 Haymarket, VA 20169-4980
183	Lumbee Resource Management Group	Johnny Helms	6440 Southpoint Parkway Ste 300 Jacksonville, FL 32216-8003
184	SUGPIAT DEFENSE, LLC	Dawn Monroe	1400 W BENSON BLVD STE 504 ANCHORAGE, AK 99503-3795
185	KOBALT CONSULTING, LLC	Jerome T Taylor	9111 EDMONSTON RD STE 205 GREENBELT, MD 20770-1546
186	AFFINITY NETWORKS, INC.	ARTHUR HENDERSON	2200 wilson blvd #102-205 arlington, VA 22201-3397
			9048 MAHOGANY DR

187	Superior Global Solutions, Inc.	SANDRA B SYLVESTER	CHESTERFIELD, VA 23832-2677
188	INFOTECH SYSTEMS INC	VASU VASUDEVAN	4780 DAIRY RD. STE 101 MELBOURNE, FL 32904-8482
189	DVO Consulting LLC	Darcy Van Orden	54 W 200 N Apt 7 BOUNTIFUL, UT 84010-6161
190	SurfBigData LLC	Andrew Li	4474 Foxtail Ln Weston, FL 33331-3847
191	Shore Solutions, Inc.	Elizabeth V Banker	2506 Market St San Diego, CA 92102-3010
192	Eidos Technologies, LLC	Kathy Nibley	8569 C Sudley Road Manassas, VA 20110-3863
193	Aleut Information Technology, LLC	John Mays	7 Chantilly, VA 20151-1234
194	Full Circle Group, Inc.	Denean Williams	740 Springdale Dr Ste 125 Exton, PA 19341-2831
195	EKO Strategies, LLC	Alexander Lee	12784 Cruz Ct Fairfax, VA 22030-7283
196	Intellectual Concepts, LLC	DeLois B Babiker	3300 Buckeye Rd Ste 601 Atlanta, GA 30341-4234
197	Global Data Solutions Inc. GDS	Nageswara R MORAMPUDI	44790 Maynard Sq Ste 300 Ashburn, VA 20147-6514

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	IBEX IT Business Experts LLC	Tracey Grace	3295 River Exchange Dr Ste 550 Norcross, GA 30092-4238
2	F-Concepts, Inc.	HEE S KIM	8421 Falcone Pointe Way Vienna, VA 22182-5321
3	Nyla Technology Solutions, Inc.	Shana Cosgrove	1714 Bolton St Baltimore, MD 21217-4323
4	Ideal System Solutions, Inc.	Carol Irish	409 Barclay Avenue Unit 1 Pine River, MN 56474-5139
5	KNOT TECHNOLOGY SOLUTIONS, L.L.C.	Veronica Whitmore	5504 BERKLEY MANOR LN CHURCHTON, MD 20733-9697
6	STELLAR PHOENIX SOLUTIONS LLC easySERVICE Data Solutions	Anisha Gupta	116 Village Blvd Ste 200 Princeton, NJ 08540-5700
7	TECHFOCUS LLC	Lijuan Wang	7051 SALVIA STREET ARVADA, CO 80007-7077
8	Linkitall LLC LIA	Markeesha Reed	1125 Jefferson Davis Hwy Ste 380 Fredericksburg, VA 22401-8449
9	Diltex, Inc.	KINOO SINGH	1750 W. Cameron Ave Ste 110 West Covina, CA 91790-2723
10	ACCESS COMMUNICATIONS GROUP, LLC.	Ana C Espinoza Enriquez	198 Paloma Mesa Rd Anthony, NM 88021-8640
11	IDEAL SYSTEM SOLUTIONS, INC.	Carol Irish	12 Rocky Slope Dr Santa Fe, NM 87508-1353
12	Access Communications Group, LLC	Ana C Espinoza Enriquez	5470 S Monrovia Ave Tucson, AZ 85706-2120
13	Indicium Technologies Inc. Innovative Solutions Technology	JAMILA JONES	1528 Winchester Ave Apt 2 Martinsburg, WV 25405-5025
14	Techliberty Inc.	Malarmagal Johnson	18025 Coachmans Road Germantown, MD 20874-2282
15	Pittman Consulting Group, LLC	Shonia Roach	800 CONNECTICUT AVE NW STE 300 WASHINGTON, DC 20006-2763
16	Steel Point Solutions, LLC	Likia T Hawkins	11720 Beltsville Dr Ste 1001 Calverton, MD 20705-3166
17	Eidos Technologies, LLC	Kathy Nibley	8569 C Sudley Road Manassas, VA 20110-3863
18	Lunatek LLC	shandra vestal	1030 18th St NW Albuquerque, NM 87104-2076
19	SJ Technologies, Inc.	Karen J Lawton	5019 W Broad St Ste M209 Sugar Hill, GA 30518-5189
20	Kriaanet Inc.	Deepali Jain	161 Fort Evans Rd NE Ste 325 Leesburg, VA 20176-3375
			621 Quackenbos St Nw

21	Centricity Technology Partners, Inc.	Shonta N Williams	Washington, DC 20011-1229
22	Addon Services, LLC.	Prita Abraham	1800 Diagonal Rd Ste 600 Alexandria, VA 22314-2840
23	Mercom, Incorporated Mercom Corporation	Dustin Fugett	1067 Petigru Dr Pawleys Island, SC 29585-0000
24	NIS SOLUTIONS CORP. NIS Solutions	Marc Richa	22636 Davis Dr Ste 375 Sterling, VA 20164-6404
25	RADIANT INFOTECH LLC	Deepti Kharbanda	5523 RESEARCH PARK DR STE 130 CATONSVILLE, MD 21228-4679
26	Technology Science Corporation	Thu Stubbs	11921 Freedom Dr Ste 550 Reston, VA 20190-5635
27	8-Koi, Inc.	Inga I. Young	775 E Merritt Island Cswy Ste 230 Merritt Island, FL 32952-3311
28	Advanced Communication Cabling Inc A.C.C.I.	Ruth Fritz	35 Beachview Ln Falls of Rough, KY 40119-7576
29	RACEME GROUP LTD.	Raman Sharma	323 East Main Street Stanley, VA 22851-4044
30	Joltec LLC LoudounTec	Vanit Arora	202 CHURCH ST SE STE 209 Leesburg, VA 20175-3031
31	Ideal System Solutions, Inc.	Carol Irish	4646 Main St Pequot Lakes, MN 56472-0000
32	Virtual Computing Technology, Inc. Virtual Computing Technology	Cigi Oakley	380 Stevens Avenue, Suite 213 Solana Beach, CA 92075-2069
33	Crowned Grace Inc Crowned Grace International	STEPHANIE A. Parson	4415 Nicole Dr Ste F Lanham, MD 20706-4357
34	ACCESS COMMUNICATIONS GROUP, LLC ACCESS COMMUNICATIONS GROUP	Ana C Espinoza Enriquez	2017 Texas Ave El Paso, TX 79901-1968
35	Silotech Group, Inc Silotech Academy	TIFFANY TREMONT	18918 Ridgewood Pkwy Ste 118 San Antonio, TX 78259-0000
36	NETWORK RUNNERS INC	MANOJ BHATIA	22804 PORTICO PL ASHBURN, VA 20148-6946
37	Program Management and Technology Services, Inc PMTS	Ruby T Tuck	60 Commerce St Ste 320 Montgomery, AL 36104-3683
38	Professional Information Systems Inc	Paulette S Hill	232 S Linda St Hobart, IN 46342-4525
39	Superior Global Solutions, Inc.	SANDRA B SYLVESTER	9048 MAHOGANY DR CHESTERFIELD, VA 23832-2677
40	Shore Solutions, Inc.	Elizabeth V Banker	2506 Market St San Diego, CA 92102-3010
41	Yakshna Solutions, Inc.	Srividhya Chakravarthi	950 Herndon Pkwy Ste 280 Herndon, VA 20170-5537

42	Ideal System Solutions, Inc.	Carol Irish	5600 Rowland Rd Ste 220 Minnetonka, MN 55343-4419
43	FASHION CONCEPTS	Benje Middlebrooks	14504 GREENVIEW DR STE 415 LAUREL, MD 20708-3202

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Xynergie Corp.	Jose Rivera	PR-931st km 5.4, Navarro Gurabo, PR 00778-0000
2	Daston Corporation, The	Adam Ulan	19 E Market St, Suite LL01 Leesburg, VA 20176-3004
3	eGovernment Solutions Inc.	Ashwani Mayur	7686 Richmond Highway, Suite 101 Alexandria, VA 22306-2800
4	Clover, LLC	Julie S Kyle	202 Church St Se Ste 210 Leesburg, VA 20175-3031
5	Genesis 360 LLC	Craig A Stevens	804 main st baton rouge, LA 70802-5528
6	Silotech Group, Inc Silotech Academy	TIFFANY TREMONT	18918 Ridgewood Pkwy Ste 118 San Antonio, TX 78259-0000
7	Regency Consulting, Inc.	Alex Welding	508 Pierce St Sioux City, IA 51101-1204
8	RADIANT INFOTECH LLC	Deepti Kharbanda	5523 RESEARCH PARK DR STE 130 CATONSVILLE, MD 21228-4679
9	Wintrio LLC	Musharaf U Rashid	722 E MARKET ST STE 102 #C31 LEESBURG, VA 20176-4475
10	KINGSMITH LLC	Bryan Smith	4513 24TH AVE MOUNT RAINIER, MD 20712-1206
11	Akira Technologies, Inc. Akira Technologies	Srinivas R Chennamaraja	1747 Pennsylvania Ave NW Ste 600 Washington, DC 20006-4639
12	OLFB CORPORATION	Ray Williams	2312 5th Ave Rock Island, IL 61201-8923
13	Stk Consulting & Services Inc	Sergi Ghai	425 L ST NW APT 1218 WASHINGTON, DC 20001-2869
14	SYMBOLOGY DC, LLC	BARRY E. JERRELS	1500 MASSACHUSETTS AVE NW STE 815 WASHINGTON, DC 20005-1835
15	Kriaanet Inc.	Deepali Jain	161 Fort Evans Rd NE Ste 325 Leesburg, VA 20176-3375
16	TRGROUP, INC.	AARON FINNEY	9927 Stephen Decatur Highway F17 Ocean City, MD 21842-9349
17	TEYA ENTERPRISES LLC	GREG STRIKE	500 WOODLAKE CIR STE E CHESAPEAKE, VA 23320-8938
18	Cambio Consulting Group, LLC	Carlos Vazquez	17321 Jefferson Davis Hwy Ste 307 Dumfries, VA 22026-2271
19	Westcarb Enterprises, Inc.	MORRELL THOMAS	122 Florida St Springfield, MA 01109-4031
20	Trunet Computer Technology, Inc.	Jeffrey Atencio	423 S Riverside Dr Espanola, NM 87532-2810
	Mercom, Incorporated		1067 Petigru Dr

21	Mercom Corporation	Dustin Fugett	Pawleys Island, SC 29585-0000
22	Seneca Strategic Partners, LLC	Matthew Jesinsky	90 Ohi:yo Way Salamanca, NY 14779-0000
23	Techno Rescue, LLC	Nidal Y Allis	3251 Lewiston St Ste 10 Aurora, CO 80011-1531
24	Lancer Information Solutions, LLC	Jack Pellicci	7524 Snowpea Ct Unit F Alexandria, VA 22306-2250
25	Adloris, Ltd	Adler Archer	755 80th St S Birmingham, AL 35206-3933
26	Trifecta Cyber Solutions LLC	Courtney Lewis	6904 Kedron St Pittsburgh, PA 15208-1115
27	BLUTOTEM, LLC	Caleb Pittman	240 N 1200 E STE 201 LEHI, UT 84043-5870
28	Lunatek LLC	shandra vestal	1030 18th St NW Albuquerque, NM 87104-2076
29	Advancia Government Services, LLC	Jennifer Looper	3215 W State St Ste 309E1 Milwaukee, WI 53208-3364
30	Services and Technology Corporation of America LLC, The Stealth Technologies & Services	Kenneth A Riley	21241 Georgia Ave Brookeville, MD 20833-1135
31	STORSOFT TECHNOLOGY CORP	Jonathan Evans	1050 Connecticut Ave Nw 10th Fl Ste 501 Washington, DC 20036-5303
32	Centricity Technology Partners, Inc.	Shonta N Williams	621 Quackenbos St Nw Washington, DC 20011-1229
33	Joltec LLC LoudounTec	Vanit Arora	202 CHURCH ST SE STE 209 Leesburg, VA 20175-3031
34	AllNative Solutions Corporation	Tom Medara	503 Ho Chunk Plz Winnebago, NE 68071-5053
35	INTERNATIONAL GLOBAL SOLUTION, Corp	Clarence Lyles	643 Massachusetts Ave Ste 200 Indianapolis, IN 46204-1653
36	LANTECH, INC.	Deepak Pal	722 E MARKET ST STE 102 LEESBURG, VA 20176-4475
37	CJEN INC.	NIXON Naidu	17321 JEFFERSON DAVIS HWY # 3 DUMFRIES, VA 22026-2271
38	Silver Line Tech LLC	Kimberly Wagner	19 E Market St Ste 301 Leesburg, VA 20176-3001
39	PROCON I, LLC (PROFESSIONAL CONSULTING TECHNOLOGIES, LLC) PROCON	RONALD M MOORE	260 PEACHTREE ST NW STE 2200 ATLANTA, GA 30303-1292
40	LLC Precision HealthCare Consultant	Vanessa Best	1488 Wales Ave Baldwin, NY 11510-1741
			50 UNIVERSITY ST APT 1501

41	SOLUTIONS ARCHITECT GROUP INC	John Ai Talley	SEATTLE, WA 98101-3261
42	Steel Point Solutions, LLC	Likia T Hawkins	11720 Beltsville Dr Ste 1001 Calverton, MD 20705-3166
43	AGILE5 TECHNOLOGIES, INC.	LISA L. Fritsch	1000 Technology Drive Suite 1370 Fairmont, WV 26554-9044
44	TEYA ENTERPRISES LLC	Ron Perry	1737 LEE ROAD 10 AUBURN, AL 36832-8053
45	Analytica LLC Analytica	Christopher Huang	660 N Capitol St NW Ste 07-125 Washington, DC 20001-1642
46	Parra Consulting Group, Inc	JULIO C PARRA	517 Glenbrook Drive Middletown, MD 21769-7727
47	PBM Group, LLC HLJ Companies	Harold L. Johnson	164 Division Street Suite 407 Elgin, IL 60120-5530
48	Cornsilk Company Cential Federal Solutions	Patrick J Burgess	1158 Rue La Chelle Walk Saint Louis, MO 63141-6208
49	Ho-Chunk, Inc.	ANNETTE HAMILTON	1 Mission Dr Winnebago, NE 68071-4900
50	Inoventures, LLC	Meena Krishnan	7601 Lewinsville Rd Ste 101 McLean, VA 22102-2833
51	Deerwood Technologies, Inc.	JAMES A MAYNE	21301 Archibald Rd Deerwood, MN 56444-2200
52	Aantilia LLC	Priyal Agrawal	701 Tillery St Ste 12 Austin, TX 78702-3751
53	Mexus Communications Management, L.L.C	RAFAEL ADAME	1012 N CAMPBELL ST EL PASO, TX 79902-4255
54	Xeenius, LLC	Badhri Rajagopalan	317 George St Ste 320 New Brunswick, NJ 08901-2091
55	Pillar Global Solutions, Inc.	Kevin T McTarsney	1125 Jefferson Davis Hwy Ste 400 Fredericksburg, VA 22401-8449
56	SIMPLE TECHNOLOGY SOLUTIONS INC.	Adrian W Rich	1775 I St NW Suite 1150 WASHINGTON, DC 20006-2435
57	Electronic On-Ramp Inc., The E O R	William Pullen	1701 Lyons Ave Houston, TX 77020-2021
58	SD3IT, LLC	David G Dimlich	9207 PARTHENON PL SEFFNER, FL 33584-2659
59	Ideal System Solutions, Inc.	Carol Irish	409 Barclay Avenue Unit 1 Pine River, MN 56474-5139
60	Ideal System Solutions, Inc.	Carol Irish	4646 Main St Pequot Lakes, MN 56472-0000
61	Xyples, LLC	Tochukwu Okonkwor	2021 Guadalupe St Ste 260 Austin, TX 78705-5654
			1101 Connecticut Ave NW Ste 450

62	G.S.S.I Solutions Inc.	JERRY BANKS BANKS	Washington, DC 20036-4359
63	IDEAL SYSTEM SOLUTIONS, INC.	Carol Irish	12 Rocky Slope Dr Santa Fe, NM 87508-1353
64	H2 It Solutions, Inc.	Alice Hayden	3505 Lake Lynda Dr Ste 200 Orlando, FL 32817-8333
65	LanTech, Inc.	DEEPAK PAL	44790 Maynard Sq Ste 350 Ashburn, VA 20147-6515
66	TECHNICAL SOLUTIONS AND MAINTENANCE, INCORPORATED T S M	KRANULETT Richardson	205 S WHITING ST STE 405 ALEXANDRIA, VA 22304-7100
67	Program Management and Technology Services, Inc PMTS	Ruby T Tuck	60 Commerce St Ste 320 Montgomery, AL 36104-3683
68	Strategic Consulting Alliances, LLC	James M GALLIGAN	419 West Main Street Crisfield, MD 21817-1341
69	Sona Networks LLC	HARRY HANS	218 E Lexington St Ste 202 Baltimore, MD 21202-3520
70	Better Direct, LLC	MARK S EVANS	2425 E University Dr Tempe, AZ 85281-3110
71	PILLAR GLOBAL SOLUTIONS, INC.	Kevin T McTarsney	23 Tavern Rd Stafford, VA 22554-8814
72	TEYA ENTERPRISES LLC	GREG STRIKE	9414 GOODMAN CT ELK GROVE, CA 95624-6048
73	RV GLOBAL SOLUTIONS INC	Vandana Gangu	247 E Front St, Suite # 1 Trenton, NJ 08611-1717
74	Advent SVCS LLC	Tomas Santos-Alejandro	949 Jenks Avenue, Suite 11 Panama City, FL 32401-2584
75	Osage Innovative Solutions, LLC Tallgrass Technology Services	Frank Freeman	201 W ROGERS BLVD STE 4 SKIATOOK, OK 74070-1038
76	Innovia Group LLC, The Brissett & Associates	ROBERT BRISSETT	999 Lenox Rd Brooklyn, NY 11212-1130
77	FIRST COMMUNICATIONS COMPANY	Diane Mack	819 VETERANS MEMORIAL BLVD KENNER, LA 70062-5172
78	Arrowhead Global LLC	Chad Hill	22033 US Highway 19 N Clearwater, FL 33765-2362
79	NORTH AMERICAN CONSULTING SERVICES, INC.	Tony Calloura	9188 Ripley Rd Point Pleasant, WV 25550-9017
80	M5 Tech, Llc M5 Tech	TS s MALLICK	166 Fort Evans Rd. NE Leesburg, VA 20176-4440
81	Storsoft Technology Corp	Jonathan Evans	1910 31st Ave Gulfport, MS 39501-4424
82	PRIMESHIRE LLC	IBUKUNOLUWA A OLUYINKA	4803 LINDALE DRIVE WICHITA FALLS, TX 76310-2620

83	Xeenius, LLC	Badhri Rajagopalan	1816 W Point Pike Ste 111 Lansdale, PA 19446-5696
84	Estrategy Consulting LLC	DUONE M Jackson	4500 ANAHEIM AVE NE BLDG A ALBUQUERQUE, NM 87113-1675
85	Immersive Concepts, LLC	Rubin T Sloan	11750 BELTSVILLE DR STE 120 BELTSVILLE, MD 20705-3196
86	LJR Solutions LLC	Dee Swearing	514 Alder Street, Suite #1 Myrtle Beach, SC 29577-3854
87	TDP SOLUTIONS, INC.	Troy D Parr	4304 TOUCHSTONE DR ONEIDA, WI 54155-8611
88	ServBeyond Solutions LLC	Gurdeepak S Bakshi	5520 Research Park Drive, Suite 100 Baltimore, MD 21228-4851
89	ELP Enterprises, Inc. MC Business Products	Martha Ceballos	9346 Rosstown Way Houston, TX 77080-7416
90	Dualos, LLC	Nancy Papineau	748 Market St Ste 204 Tacoma, WA 98402-3737
91	GROUP, LLC GROUP	Ana C Espinoza Enriquez	2017 Texas Ave El Paso, TX 79901-1968
92	Document Systems, Incorporated	JOEL LIMERICK	1220 12TH ST SE STE 120 WASHINGTON, DC 20003-3733
93	Prescient Technologies, LLC	Nacole Bogden	161 Fort Evans Rd Ne Ste 250 Leesburg, VA 20176-3376
94	CNI Manufacturing, LLC	Jonna Kirschner	601 N Brentwood Ave Marietta, OK 73448-2120
95	Signature Renovations LLC	Satinderpal Singh	1779 Olive St Capitol Heights, MD 20743-6719
96	RACEME GROUP LTD.	Raman Sharma	323 East Main Street Stanley, VA 22851-4044
97	Nyla Technology Solutions, Inc.	Shana Cosgrove	1714 Bolton St Baltimore, MD 21217-4323
98	Red Laser Technology, Inc	Adrian Jones	1230 Raymond Rd Ste 1222 Jackson, MS 39204-4583
99	Storsoft Technology Corp	Jonathan Evans	1910 31st Avenue Gulfport, MS 39501-4424
100	Alamo City Engineering Services, Inc.	CRAIG T STEPHENS	3463 Magic Dr Ste 137 San Antonio, TX 78229-2974
101	Ideal System Solutions, Inc.	Carol Irish	5600 Rowland Rd Ste 220 Minnetonka, MN 55343-4419
102	Pittman Consulting Group, LLC	Shonia Roach	800 CONNECTICUT AVE NW STE 300 WASHINGTON, DC 20006-2763
103	Defensor Dynamics LLC	Dennis Defensor	236 N Main St Kilmarnock, VA 22482-3907

104	22Vets LLC	Rob Purcell	300 W Front St Ste 201A Harvard, IL 60033-2711
105	Monument Technology Group Inc.	Patty L Van Dyke	1417 Potter Dr Ste 102B Colorado Springs, CO 80909-3557
106	XEENIUS, LLC	Badhri Rajagopalan	8951 Cypress Waters Blvd Ste 160 Irving, TX 75063-0000
107	ACCESS COMMUNICATIONS GROUP, LLC.	Ana C Espinoza Enriquez	198 Paloma Mesa Rd Anthony, NM 88021-8640
108	Advent SVCS LLC	Tomas Santos-Alejandro	Urb Santa Isidra 2, 124 Calle 7 Fajardo, PR 00738-4176
109	MVS, Inc. MVS	VIPIN DESAI	1020 19th St NW Ste 505 Washington, DC 20036-6108
110	QCM, Inc.	Suresh Pendem	85 S Bragg St Ste 200L Alexandria, VA 22312-2798
111	Teya Enterprises LLC	GREG STRIKE	15558 W Fairmount Ave Goodyear, AZ 85395-8567
112	Funstematics, LLC	Talla-ah Fusi	811 W Eastwood Ave Ste 604 Chicago, IL 60640-6985
113	Access Communications Group, LLC	Ana C Espinoza Enriquez	5470 S Monrovia Ave Tucson, AZ 85706-2120
114	Ikwebay LLC	Khara Laducer	814 Chief Little Shell St Belcourt, ND 58316-0000
115	Blutotem, LLC	Caleb Pittman	1947 S 50 W Orem, UT 84058-4703
116	Central Contracting Group, LLC	Jarrett Hodges	600 S Magnolia Ave Dunn, NC 28334-5825
117	Inoventures, Llc	Meena Krishnan	21 N Broad St Ste F Luray, VA 22835-1147
118	Eidos Technologies, LLC	Kathy Nibley	8569 C Sudley Road Manassas, VA 20110-3863
119	C & C International Computers & Consultants, Inc. C & C International	Cecelia James	3850 N 29 Ter Ste 106 Hollywood, FL 33020-1018
120	STORSOFT TECHNOLOGY CORP	Jonathan Evans	330 N Andrews Avenue #101 Fort Lauderdale, FL 33301-1014
121	Shore Solutions, Inc.	Elizabeth V Banker	2506 Market St San Diego, CA 92102-3010
122	Teya Enterprises LLC	Ron Perry	101 E 9th Ave Ste 9B Anchorage, AK 99501-3651

Mon 1/10/2022 10:02 AM

J

Jessica.Monreal

Notice of Opportunity

To Jessica.Monreal

Bcc Rick Powell; Sarah Reynolds; Kristie Collins; 'cirish@idealssi.com'; 'hkim@f-concepts.com'; 'manoj@networkrunners.com'; 'Raman@racemegroup.com'; 'deepti@radiantt.com'; 'saparson@crownedgrace.com'; 'mreed@lia-na.com'; 'vidhya@yakshna.com'; 'carol.irish@idealssi.com'; 'dee@acadiatechnologysolutions.com'; 'alice.hayden@h2itsolutions.com'; 'lhughes@isoftusa.net'; 'kmm@hypatiaproject.com'; 'ruby.tuck@pmtsincorporated.com'; 'aisha@annexos.com'; 'erica@dobbs-defense.com'; 'sltadmin@silverline.tech'; 'ttremont@silotechgroup.com'; 'varora@loudountec.com'; 'maggi.jones@coltcam.com'; 'karenz@cssconsult.com'; 'meenak@inoventures.com'; 'coakley@vcomptech.com';

Dear Vendor,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to notify SBA vendors of our procurement solicitations. You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes 423430,443142,541519,518210 which include the topic of this Solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 220105 Technology Solutions Performance Contract. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 North Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com
Jessica.Monreal@tips-usa.com

Company Name	Contact Person	Mailing Address	City	State	Zip
AERIAL DATA SERVICE OF TEXAS, LLC	Aerial Data Service of Texas, LLC	8733 SHOAL CREEK BLVD,SUITE 207	AUSTIN	TX	78757-6858
REYNA ENTERPRISES INC. DBA CRC	GAUDENCIO REYNA	131 E PECAN BLVD,	MCALLEN	TX	78501-9554
BRIT INCORPORATED	Tracey Groomes	3621 DIAMOND FLS,	SCHERTZ	TX	78154-2681
ALAMO CITY ENGINEERING SERVICES INC	CRAIG T STEPHENS	3463 MAGIC DR,SUITE 137	SAN ANTONIO	TX	78229-2973
ZEPHON, LLC	Vishal Masih	9112 GARDEN GROVE DR,	MCKINNEY	TX	75072-4946
J-TECH DIGITAL INC	Jeff Wang	12803 PARK ONE DR,	SUGAR LAND	TX	77478-2522
STELLARGY SERVICES, LLC	Cecily E Bennett	3819 HALEYS WAY,	ROUND ROCK	TX	78665-1155
Ford Engineering, Inc.	Regina Ford	10927 Wye Dr Ste 104,	San Antonio	TX	78217-2642
EMKAY ASSOCIATES, INC.	Margo A Kirkpatrick	PO BOX 870,	MC DADE	TX	78650-0870
CHAIONE INC	Gaurav Khandelwal	9 GREENWAY PLZ,STE 850	HOUSTON	TX	77046-0905
UNIVERSAL FIDELITY LP	CEO / Jessica Hearn	1904 W GRAND PKWY N STE 220,	KATY	TX	77449-1697
CAPITOL SYSTEMS INC	GENA BALEY	1405 SHELTON RANCH RD,	DRIPPING SPGS	TX	78620-3739

VISION BUILDING ENERGY EFFICIENCY,LLC	Brenda Hu	13809 N HIGHWAY 183,SUITE 279	AUSTIN	TX	78750-1241
EDUCATION PARTNERS SOLUTION, INC.	ED GIFFORD	16107 KENSINGTON DR,SUITE 254	SUGAR LAND	TX	77479-4224
WGM PARTNERS LLC	Luzona McLaughlin	18714 CAMPBELL RD,	DALLAS	TX	75252-5123
RYLET INDUSTRIES, LLC	Eric Powell	110 E HOUSTON ST,7TH FLOOR	SAN ANTONIO	TX	78205-2990
PC & CABLE	President / Luanne F. Edelman	202 REYNOLDS AVE,	LEAGUE CITY	TX	77573-4159
Cooper Consulting Company	Melynda Caudle	PO BOX 81651,	AUSTIN	TX	78708-1651
RECRUITING SOURCE INTERNATIONAL LLC	Bianca Jackson	21210 KINGSLAND BLVD,SUITE 2000	KATY	TX	77450-5898
INVENTIVE PATRIOTS LLC	Laura Ruffino	13316 CRAVEN LN,	MANOR	TX	78653-3387
ANR CONSULTING GROUP, INC.	Director/Anita Gupta	2013 GLENMERE DR,	ALLEN	TX	75013-4705
PACOTECH, INC.	President/Gayle Page	1739 NINA LEE LANE,	HOUSTON	TX	77018
DALLAS DIGITAL SERVICES, L.L.C.	Howie Evans	5316 BRANSFORD RD,	COLLEYVILLE	TX	76034-3547

CBM ARCHIVES CO., LLC	Cookie Gonzales	1779 WELLS BRANCH PKWY,#110 B-369	AUSTIN	TX	78728-7090
NAVETECH SOLUTIONS, LLC	Aaron Merriweather	13601 PRESTON RD,SUITE E114	DALLAS	TX	75240-4911
ALEXACOM, LLC DBA EXPERT WSI EMARKETING	James R Alexander	19914 KELLICREEK DR,	KATY	TX	77450-5212
NEWEDGE SERVICES, LLC	President / Brad Daugherty	9191 KYSER WAY, SUITE 103,	FRISCO	TX	75033-1902
DFW TECHNOLOGY, INC.	Charlie W. Chen	1201 INTERNATIONAL PKWY,SUITE 100	RICHARDSON	TX	75081
MOBIUS PARTNERS, LLC	Junab Ali	1711 CITADEL PLZ,	SAN ANTONIO	TX	78209-1001
DELCOM GROUP, L.P.	LARRY LILES	P.O. BOX 560158,	THE COLONY	TX	75056-0158
CIVIL DYNAMICS CORPORATION	Marshal Jarnagin	8306 CR 7000,	LUBBOCK	TX	79407
DOCUMENT LOGISTIX LLC	Kim Kuykendall	18851 W STATE HIGHWAY 29,	LIBERTY HILL	TX	78642-3800
APP MAISTERS INC	Fahim Iqbal	2245 TEXAS DR STE 300,	SUGAR LAND	TX	77479-1468
KNS IT GROUP INC	Abdus Sikder	4205 ENGADINA PASS,	ROUND ROCK	TX	78665-1270
LONGHORN TECH SERVICES INC	Marvin Hallmark	7703 N LAMAR BLVD,SUITE 650	AUSTIN	TX	78752-1027

QUACITO LLC	Nitesh Jain	11802 WARFIELD ST # 200,	SAN ANTONIO	TX	78216-3213
CARSON TECHNOLOGY RESOURCES LLC	Nicole Carson	17921 LECCION DR,	PFLUGERVILLE	TX	78660-6458
IT CONFLICT LLC	Eric Sanchez	1000 HERITAGE CENTER CIRCLE,SUITE 118	ROUND ROCK	TX	78664-5007
ELITE SOLUTIONS, INC.	Chris Kinsey	PO BOX 60423,	SAN ANGELO	TX	76906-0423
Access Sciences Corporation	Sondra Ludwick	1900 WEST LOOP S,SUITE 300	HOUSTON	TX	77027-3214
BRAVO TECHNICAL RESOURCES, INC	Valerie Freeman	5301 ALPHA RD,SUITE 80-37	DALLAS	TX	75240-4355
ASPIRON TECHNOLOGIES CORP.	Christian Sause	700 CENTRAL EXPY S,SUITE 400	ALLEN	TX	75013-8098
INTEGRATED ENVIRONMENTAL SOLUTIONS, LLC	RAE LYNN SCHNEIDER REINECKE	610 ELM ST,SUITE 300	MCKINNEY	TX	75069-6716
BARTON ENDEAVORS, LLC DBA	Zen Trevino CEO /	BARTON LOGISTICS,4333 STATE HWY 16 SOUTH SUITE 100	BANDERA	TX	78003
SIERRA DIGITAL, INC.	Raghunathan Kumar	6001 SAVOY DR, SUITE 210,	HOUSTON	TX	77036-3364

KESPE LLC	Kenneth E. Seiler	1921 S MASON RD,APT. 139	KATY	TX	77450-6258
HORIZON TELEPHONE SYSTEMS, INC.	Rey G. Salinas	12918 FLAGSHIP,	SAN ANTONIO	TX	78247-3473
MESA INTEGRATED SOLUTIONS, INC.	John J. Mora	3720 WHITT LOOP,	AUSTIN	TX	78749-6940
RANNSOLVE INC	Aarthi Raj	1333 W MCDERMOTT DR STE 200,	ALLEN	TX	75013-3088
ENSTRUCTURE LLC	Ken Nguyen	2800 CREEKS EDGE PKWY,	AUSTIN	TX	78733-6330
CONNECTTEL, INC.	Kannan Kaliyur	PO BOX 203398,	AUSTIN	TX	78720-3398
SECURE ON SITE SHREDDING, INC.	CEO/Kathryn Shrum	1002 N CENTRAL EXPY STE 239,	RICHARDSON	TX	75080-4658
DARBY CONSULTING, LLC	Shelia Darby	1880 S DAIRY ASHFORD RD STE 402,	HOUSTON	TX	77077-4781
THE MASSER GROUP, INC.	Hermann Masser	7101 N MESA ST # 601,	EL PASO	TX	79912-3613
KAREN M. SMITH & ASSOCIATES	Karen Smith Jackson	2014 MEADOWVIEW DR,	GARLAND	TX	75043-1007
ICAUGHT INCORPORATED	President/Kim Kuykendall	18851 W STATE HIGHWAY 29,	LIBERTY HILL	TX	78642-3800
Quick Response Systems, Inc	PresidentDAVID O ADEYEMO	701 DALWORTH ST,	Grand Prairie	TX	75050-5544
JINA IT SERVICES INC	deepa kumar	3839 MCKINNEY AVE STE 155 #2017,	DALLAS	TX	75204

DLZP GROUP, LLC	Lisa Brunet	9711 S MASON RD,STE 125-116	RICHMOND	TX	77407-7167
CA CARL AHMED ASSOCIATES, LLC	Sorosh Ahmed	1920 N COIT RD STE 200-123,	RICHARDSON	TX	75080-2832
TUNABEAR INC.	Benjamin Dai CEO	11711 HILLCREST ROAD,	DALLAS	TX	75230
COMPUTIZE, INC.	Linda Watkins	80 E MCDERMOTT DR,	ALLEN	TX	75002-2802
INTEGRATEUS LLC	SAI KUMAR	2900 N QUINLAN PARK RD STE 240,	AUSTIN	TX	78732-6085
SUNNET SOLUTIONS CORPORATION	Sandy Huang	9990 RICHMOND AVE.,SUITE 180	HOUSTON	TX	77042-4559
SPECTRUM IMAGING TECHNOLOGIES, INC.	Matt Elliott	5900 GATEWAY BLVD E,	EL PASO	TX	79905-1901
CLOUD TRAINING SERVICES	Owner/Darla Cloud	PO BOX 94686,	LUBBOCK	TX	79493-4686
HAYES HEALTH LLC	Edrick Baham	2323 S VOSS RD,SUITE 203M	HOUSTON	TX	77057-3814
RightStaff, Inc.	Shelley Lamb	4919 McKinney Avenue,	Dallas	TX	75205-3423
I.L.I.T CONSULTANT INC	Usiosefe Aimiuwu	447 S SEGUIN AVE,	NEW BRAUNFELS	TX	78130-7642
ALPHONSO SOLOMON AND COMPANY, INC.	Alphonso Solomon	610 UPTOWN BLVD STE 4300,	CEDAR HILL	TX	75104-3534

XYPLES, LLC	Tochukwu Okonkwor	7600 CHEVY CHASE DR STE 300,	AUSTIN	TX	78752-1599
CLINICAL AUTOMATION SOLUTIONS, WESTPARK COMMUNICATIONS, L.P.	Managing Member/Sharon Booth	LLC,14909 FALCONHEAD GROVE LOOP	AUSTIN	TX	78738-6797
	Kathie Edwards	8917 LOUETTA RD,SUITE 400	SPRING	TX	77379-6793
Talent 101, Inc	Janet Trompert	16200 ADDISON RD,SUITE 110	ADDISON	TX	75001-3297
HENCE ENTERPRISES LLC	Michael Hence	3000 CUSTER RD,270-179	PLANO	TX	75075-4422
CENTEX TECHNOLOGIES	Abdul B. Subhani	501 N 4TH ST,	KILLEEN	TX	76541-4865
HO2 SYSTEMS LLC	Harry Omoregie	4000 WOODBINE LN,	PROSPER	TX	75078-1977
SIGNATURE AUTOMATION, LLC	Henry Hidalgo	14677 MIDWAY RD,SUITE 212	ADDISON	TX	75001-3169
FIOSTA TECHNOLOGIES, LLC	Dave Cruz	PO BOX 88,	HELOTES	TX	78023-0088
QC TV CORP.	Pres./WANDA PALMER	PO BOX 691165,	HOUSTON	TX	77269-1165
HZ TECHNOLOGIES, LLC	Mbr/Huma Sohrwardy	7106 ALPHA RD,	DALLAS	TX	75240-5526
The Wilkins Group, Inc.	Miecillena Lewis	1710 FIRMAN DR Ste 200,1710 FIRMAN DR	RICHARDSON	TX	75081-6700

TESSELLATIONS INCORPORATED	Sangita (Beni) Patel Managing Member /	215 WEST GREYWING CIRCLE,	THE WOODLANDS	TX	77382-1168
PELAGIC PARTNERS, LLC	Bernard Guerrero	3938 STEDMAN TRL,	FORT WORTH	TX	76244-6056
ADAMS ENVIRONMENTAL, INC.	Sable Kitchen	12521 NACOGDOCHES RD, SUITE 102,	SAN ANTONIO	TX	78217-2131
RSW TECHNOLOGIES, INC.	CEO & CFO/Charlotte Woodruff	19707 CHERRYWOOD BEND DR,SUITE 111	CYPRESS	TX	77433-0236
ECOTURN, LLC	Annaprabha Athappan	2233 SULLENBERGER WAY,	FLOWER MOUND	TX	75028-4647
CMIT SOLUTIONS OF AUSTIN EAST dba	Yusuf Ujjainwala	2921 E 17TH ST,BLDG. D, SUITE 6	AUSTIN	TX	78702-1509
SHI GOVERNMENT SOLUTIONS, INC	Texas Team	3828 PECANA TRL,	AUSTIN	TX	78749-3559
VIA TECHNOLOGY, LLC	MANUEL VILLA	906 FREDERICKSBURG RD,	SAN ANTONIO	TX	78201-5747
SOLUTIO ENVIRONMENTAL, INC.	President / James E. McClain	407 8TH ST,	SAN ANTONIO	TX	78215-1504
UNITED GEO TECHNOLOGIES, LLC	United Geo Technologies LLC	7715 MAINLAND DR STE 110,	SAN ANTONIO	TX	78250-6008

Link America, LLC	Andres Ruzo	1601 Summit Ave,Ste 103	Plano	TX	75074-7542
GUNDA CORPORATION, LLC	Ramesh Gunda	11750 KATY FWY,SUITE 300	HOUSTON	TX	77079-1255
CRI ELECTRIC, INC	Israel Garza	PO BOX 680191,	SAN ANTONIO	TX	78268-0191
EKHP CONSULTING LLC	Bill Peek	425 OAK SPRINGS DR,	SEGUIN	TX	78155-0192
THE FULCRUM GROUP, INC.	David Johnson	5751 Kroger Dr,Suite 279	Fort Worth	TX	76244-5632
WESTGATE COMPUTERS	Sec. & Treasurer/Timothy A Monaghan	7606 SW 45 SUITE 400,	AMARILLO	TX	79119
IBRIDGE GROUP, INC.	Jennifer Cumpian	PO BOX 203202,	AUSTIN	TX	78720-3202
BL Technology, Inc.	Deborah Lee	1730 S. Cherry Street,	Tomball	TX	77375-6820
MAHUYA INDUSTRIES, LLC	AMANDA SMITH	8804 CHAPS AVE,	FORT WORTH	TX	76244-7981
NCO KNOWLEDGE LLC	Larry Lopez	PO BOX 312623,	NEW BRAUNFELS	TX	78131-3100
SECURE IT SHREDDING LLC	LATIGRA HOUSTON	1333 OLD SPANISH TRL STE G-215,	HOUSTON	TX	77054-1849
GLT TRADING LLC	Jude Shao	2323 MCCUE RD,#2104	HOUSTON	TX	77056-4683
RE-CONSULTING, INC.	Rosemary W Estes	8004 CARDIN DR,	AUSTIN	TX	78759-8702

SERVEVET INCORPORATED	Reddy Cherukupally	51 WYNDEHAVEN LAKES DR,	KATY	TX	77494-3297
ZAMORA LLC	G Rene Zamora	PO BOX 1036,	BUDA	TX	78610-1036
LAB INFORMATION TECHNOLOGY INCORPORATED	Martin Laster	3129 KINGSLEY DR STE 720,	PEARLAND	TX	77584-8508
BANSAR TECHNOLOGIES INC.	Hemchand Bandreddy	9225 LIMONCILLO DR,	AUSTIN	TX	78750-3426
ALLIANCE-TEXAS ENGINEERING CO.	GAYLE HEATH	DBA ALLIANCE TRANSPORTATION GROUP, INC.,11701 STONEHOLLOW, STE. 100	AUSTIN	TX	78758
INNER CORRIDOR TECHNOLOGIES, INC.	President/Jennifer Harrison	3000 WILCREST DR STE 195,	HOUSTON	TX	77042-3528
WALKERCOM, INC.	Richard Gonzalez	17723 PEARLAND SITES RD,	PEARLAND	TX	77584-3665
AFFINNITTI BUSINESS SOLUTIONS, INC.	Haider Niazi	3406 SPOTTED FAWN CREST CT,	RICHMOND	TX	77406-2268
CORBIN SOLUTIONS GROUP, LLC	Corbin Solutions Group	4500 WILLIAMS DR. STE 212 BOX252,	GEORGETOWN	TX	78633

EXCELLENCE IN IS SOLUTIONS, INC.	Deepak Khosla	P.O. BOX 920720,	HOUSTON	TX	77292-0720
GTS TECHNOLOGY SOLUTIONS, INC.	Laura Grant	9211 WATERFORD CENTRE BLVD,SUITE 275	AUSTIN	TX	78758-7679
R3X Group Inc	Samuel Rodriguez	11828 Springs Head Loop,	Austin	TX	78717-4418
TONERWISE LLC	David Lundquist	3929 KNOLLWOOD DR,	AUSTIN	TX	78731-2940
STEEL DIGITAL STUDIOS, INC.	Kirsten Cutshall	6414 FM 2244 RD STE B,	AUSTIN	TX	78746-5694
REVEL SOLUTIONS, LLC	Manuel Silva	5535 MEMORIAL DR # F105,	HOUSTON	TX	77007-8021
RESALE RESOURCE CORPORATION	Ed Garcia	10200 MCKALLA PL,SUITE 200	AUSTIN	TX	78758-4491
TECHNOLOGY CONSORTIUM, LLC	David Palacios	PO BOX 202785,	AUSTIN	TX	78720
Casting Mountain Solutions LLC	Randie Ward	7210 Virginia Pkwy,Suite 6158	McKinney	TX	75071-5717
SYSPRO TECHNOLOGIES, INC.	Pres./Shri Gangal	6545 PRESTON RD SUITE 300,	PLANO	TX	75024-2710
D&S CONSULTANTS, LLC	Kim Day	3112 WINDSOR RD,#372	AUSTIN	TX	78703-2350

Aspell Services, Inc.	Patrick Aspell	9211 Broadway St., Unit 17634,Unit 17634	SAN ANTONIO	TX	78217-7404
BEEPSMART COMMUNICATIONS INC.	PRESIDENT/QUAZI FARUQUE	990 N BOWSER RD,SUITE 720	RICHARDSON	TX	75081-2896
BILLY EDWARD CONSULTING INC.	Stephen Marsh	DBA SPECIALIZED RISK TX17-03,1847 STACY CRST	HOUSTON	TX	77008-3487
TRACHMAR LLC	President./Pamela Marshall Trachtenberg	2900 N QUINLAN PARK RD,STE B240 - 321	AUSTIN	TX	78732-6083
VELOCITY UNIFIED COMMUNICATIONS INC.	Jamal Thompson	616 CYPRESS CREEK PKWY,STE 250	HOUSTON	TX	77090-3000
FLEXERA GLOBAL, INC	Satish C. Nannapaneni	136 ELDRIDGE RD,SUITE C	SUGAR LAND	TX	77478-4645
C.B.K. COMPUTING GROUP LLC	Beshara Shaleesh	10652 CHESTNUT RIDGE RD,	AUSTIN	TX	78726-1883
DALLAS TECHPORT	Robert D Hudson	8830 REX CT,	WAXAHACHIE	TX	75167-0109
CONVECTUS SOLUTIONS, LLC	Joanne Ung	5435 N GARLAND AVE STE 140,	GARLAND	TX	75040-2787
SPURTECH CONSULTANTS INC.	Syed Mustafa	3809 SPYGLASS CV,	ROUND ROCK	TX	78664-3956

AMSYS INNOVATIVE SOLUTIONS, LLC	Brandy Esquivel	10101 SOUTHWEST FREEWAY,SUITE 570	HOUSTON	TX	77074-3915
LATENCIE ELECTRONICS CORPORATION	Carl Jones	16225 PARK TEN PL,SUITE 500	HOUSTON	TX	77084-5138
SALAZAR SOLUTIONS, LLC	Kristen Salazar	12790 FM 1560 N UNIT 1677,	HELOTES	TX	78023-2269
COMMSERVPROS LLC.	Bruce B Newton	PO Box 19534,	AUSTIN	TX	78760-1093
MEDIA RIDERS, INC.	Erika Mcreaken	2800 E BROADWAY SUITE C 413,	PEARLAND	TX	77581
HULL INFORMATION TECHNOLOGY	Paul Hull	SOLUTIONS & SERVICES, L.L.C.,1500 EXALL ST.	LLANO	TX	78643
SPERO SOLUTIONS, INC.	Spero Solutions Inc.	1431 GREENWAY DR,SUITE 975	IRVING	TX	75038-2448
E-Consulting, Inc.	President Suresh Bagaria	1215 BACKBAY DR,	IRVING	TX	75063-5412
TRAINING & CONSULTING, LLC	Stephen Blake	PO BOX 591813,	SAN ANTONIO	TX	78259-0140
INTECH SOUTHWEST SERVICES LLC	Carmen Reyher	4778 RESEARCH DR,	SAN ANTONIO	TX	78240-5003
RESOURCE INTEGRATORS LLC	Audra Launey	7301 N FM 620 STE 155,PMB 294	AUSTIN	TX	78726-4537
AVANTOGY, INC.	Arturo Borrego	5116 MCDADE DR,	AUSTIN	TX	78735-6393

WORKFLOW PRODUCTS, L.L.C.	Jennifer Tocci	113 SOUDER DR,	HURST	TX	76053-6732
KELLTECK, INC	Kellteck	2411 LAKE FORK DR,	WYLIE	TX	75098-0599
VFUSION LLC	Madhusudan R Voruganti	1067 GREAT MEADOW DR,	ALLEN	TX	75013-5654
SPHERE 3 ENVIRONMENTAL, INC.	President /W. Gayle Kirkland	1501 BILL OWENS PKWY,	LONGVIEW	TX	75604-6215
PRECISION TASK GROUP, INC.	Vanessa Ozuna	9801 WESTHEIMER RD STE 803,	HOUSTON	TX	77042-3956
MARIGA CPA, PLLC	Susanne Mariga	PO BOX 41595,	HOUSTON	TX	77241-1595
INFOSEMANTICS, INC.	Pres./Naren Thota	2605 SAGEBRUSH,SUITE 207	FLOWER MOUND	TX	75028
PCCARE, INC.	PAT DAVENPORT	221 PARKING WAY ST,	LAKE JACKSON	TX	77566-5226
WAYPOINT GOVERNMENT SOLUTIONS, LLC	Jae Shin Neyman	2113 WOODSTON DR,	ROUND ROCK	TX	78681-2221
AMERICAN UNIT, INC.	American Unit Inc	2901 DALLAS PKWY,STE 333	PLANO	TX	75093-5980
CLOUD INGENUITY, LLC	Owner / Suzanne Kosub	4100 INTERNATIONAL PKWY,#1100	CARROLLTON	TX	75007-1971
PMCS SERVICES INC	Andy Smetana	421 EMERALD RIDGE DR,	AUSTIN	TX	78732-1236
CYBERDEFENSES, INC.	ARMANDO ORDONEZ	1 CHISHOLM TRAIL RD,SUITE 327	ROUND ROCK	TX	78681-5008

INTENSIFY TECHNOLOGIES, INC	Intensify Technologies Inc	4645 AVON LN,SUITE 250	FRISCO	TX	75033-1301
4WARD LAND SURVEYING, LLC	Beth Ward	P O BOX 90876,	AUSTIN	TX	78709
LAWTON MANAGEMENT LLC	Joshua Lawton-Belous	10809 RANGE VIEW DR,	AUSTIN	TX	78730-1499
ALIS SOFTWARE LLC	LAXMINARAYANA KONDA	595 ROUND ROCK WEST DR,SUITE 602	ROUND ROCK	TX	78681-5011
IDEAL IT TRENDS	Kathy Ireland	10039 BISSONNET ST STE 328,	HOUSTON	TX	77036-7839
TIPTOP TURNKEY LLC	Samantha Hawkins	12100 FORD RD STE B143,	FARMERS BRANCH	TX	75234-7243
4 Consulting, Inc.	Ruchi Anand	1050 W CAMPBELL RD,SUITE 100	RICHARDSON	TX	75080-2974
OJASAM LLC	Bipin Kulkarni	1540 KELLER PKWY,108-475	KELLER	TX	76248-3686
INFUZE DATA SYSTEMS, LLC	Brenda Cox	PO BOX 2091,	ADDISON	TX	75001-2091
FLAGTREE SYSTEMS, LLC	President/Gurusamy Palanichamy	1400 PRESTON ROAD,4TH FLOOR	PLANO	TX	75093
Prosystems Group	Kenneth Bynum	16521 W Bellfort Blvd,Suite G	Sugar Land	TX	77498-5005
ANN WERME GROUP	Werme, Ann	8558 KATY FWY STE 118,	HOUSTON	TX	77024-1809

FIRECAT STUDIO, LLC	CEO / Susan Price	6132 STIRRUP LN,	SAN ANTONIO	TX	78240-3242
CGT CAPITAL GROUP, LLC	Gregory Parker	2226 OAK RISE DR,	CONROE	TX	77304-5624
STATE PARK SUPPLIES, LLC	State Park Supplies	1721 CEDAR SPRINGS RD,	ALPINE	TX	79830-7729
CABLING & WIRELESS SOLUTIONS OF GLOBAL DCC, INC. DBA TEXAS SECURITY SHRE	CARLOS A ANCIRA	TEXAS, INC.,22012 BUSH DR	WACO	TX	76712-8501
ELP Enterprises, Inc.	Patricia Vice Martha Ceballos	5215 1ST ST, 9346 Rosstown Way,	CROSBY Houston	TX TX	77532-5863 77080-7416
OnData, Inc.	Shaofei Chen	9600 Great Hills Trail,Suite 150W	Austin	TX	78759-6303
STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	901 S MO PAC EXPY BLDG 1 STE 100,	AUSTIN	TX	78746-5747
CEROTECH, INC.	Pres./Lizbeth a. Mcgee	2035 ROYAL LN,STE 202	DALLAS	TX	75229-3267
CLEAR TECHNOLOGIES, INC.	Bonita Hargis	16415 ADDISON RD,SUITE 300	ADDISON	TX	75001-3218
PURE BUSINESS SOLUTIONS LLC	Andrea Hite	219 GESSNER RD,	HOUSTON	TX	77024-6114
SEAMLESS ADVANCED SOLUTIONS, LLC	Megan Snow	12600 HILL COUNTRY BLVD,SUITE R-275	BEE CAVE	TX	78738-6723
5K TECHNICAL SERVICES LLC	Owner/Tonia Kirkendall	1201 WEST 15TH STREET,SUITE 320	PLANO	TX	75075

BATTERIES PLUS BULBS	Dennis Norris	PO BOX 11455,	COLLEGE STATION	TX	77842-1455
CLEAR TECH LLC	Vincent Paul Rendon	6611 CHASETHORN DR,	SAN ANTONIO	TX	78249-4857
IT PLANNERS	Carmen Hernandez	2502 SLOW TURTLE CV,	AUSTIN	TX	78746-2317
LATAVCO CONSULTING GROUP, LLC	Latravious Bell	2622 PORT CARISSA DR,	FRIENDSWOOD	TX	77546-3497
AUNINC TECHNOLOGY SOLUTIONS LLC	Vanessa Marie Llanas	27019 TRINITY BND,	SAN ANTONIO	TX	78261-2659
NOLANS OFFICE PRODUCTS INC.	Sandra Nolan	16120 COLLEGE OAK STE 105,	SAN ANTONIO	TX	78249-4044
NavRadiance IT Repair, LLC	Wynton Warren	1100 Northwest Loop 410,Ste 503	San Antonio	TX	78213-2263
TECHNOLOGY ASSETS, LLC DBA GLOBAL	President/Carrie Hudson	ASSET,1815 MONETARY LN SUITE 100	CARROLLTON	TX	75006-7028
RFD & ASSOCIATES, INC.	Anne Davison	401 CAMP CRAFT ROAD,	AUSTIN	TX	78746-6507
LANDMARK SURVEYING, LP	DANA MARKUS-WOLF	2205 E 5TH ST,	AUSTIN	TX	78702-4633
459 SOLUTIONS	Toan Do	837 E 38TH ST,	AUSTIN	TX	78705-1809
DAMAN CONSULTING, INCORPORATED	Chairman/Bhala Ghatate	1250 S CAPITAL OF TEXAS HWY,BLDG 1 STE 460	WEST LAKE HILLS	TX	78746-6446

DAMAN, INCORPORATED	Gita Lal	1250 S CAPITAL OF TEXAS HWY,BLDG 1 SUITE 460	WEST LAKE HILLS	TX	78746-6446
PRESLEY DESIGN STUDIO, L.C.	Pres./Heather Presley	109 WATER ST,	BELTON	TX	76513-3226
CENTRAL TEXAS LITIGATION SUPPORT	Katherine Burrow/Presiden t	SERVICES, INC.,7215 BOSQUE BLVD	WACO	TX	76710-4020
LODESTAR SYSTEMS INC.	Director Mani Vaitheeswaran	77 SUGAR CREEK CENTER BLVD, STE 190,	SUGAR LAND	TX	77478-3580
EM2 MANAGEMENT SOLUTIONS, INC.	Jeanne Mensingh	PO BOX 1228,	FRIENDSWOOD	TX	77549-1228
ARRATI INCORPORATED	Shobhna Nihalani	2245 TEXAS DR,SUITE 300	SUGAR LAND	TX	77479-1679
Shrader Consultants	Conner Shrader	820 Gessner Rd.,Suite 1475	Houston	TX	77024
ONSITE AV SERVICE PARTNERS INC	Karla Samaripa	2301 DOUBLE CREEK DR,SUITE 180	ROUND ROCK	TX	78664-3816
TEXAS INDUSTRIAL SOLUTIONS, INC.	John Segovia	13732 HARBOR DR,	WACO	TX	76712-7502
DATAXPORT NET LLC	Beatriz Fernandez	10950 PELLICANO DR,BUILDING C SUITE C-4	EL PASO	TX	79935-4616

TECHNOLOGY FOR EDUCATION, L.L.C.	THERESA ANDERSON	658 ALLIANCE PKWY,	HEWITT	TX	76643-3585
NEOS CONSULTING GROUP, LLC	Mgr & Pres./Karon Irby	P.O. BOX 12986,	AUSTIN	TX	78711
THIRD COAST MEDIA, LLC	Warren Brown	11443 BALDWIN SPRUCE TRL,	TOMBALL	TX	77375-1038
SOURCING ADVISORY SERVICES, LLC	Diane Druitt	18 SHAWNEE RIDGE CT,	THE WOODLANDS	TX	77382-2550
SARVICUS LLC	Marc Packard	9002 CHIMNEY ROCK RD STE G# 205,	HOUSTON	TX	77096-2509
COMPUTER NETWORK DESIGNS LLC	Angelo Winfield	PO BOX 54956,	HURST	TX	76054-4956
VISION IT CONSULTANTS LLC	Emily Young	3308 BROADWAY,SUITE 300	SAN ANTONIO	TX	78209-6546
S & R PROFESSIONALS, L.P.	Syamala (Rama) Gorjala	11200 WESTHEIMER RD.,SUITE 100	HOUSTON	TX	70042-3227
I.T. MATTERS, INC.	John Crafton	2211 NORFOLK ST STE 777,	HOUSTON	TX	77098-4161
PC CABLE CONNEXION INC	LUANNE EDELMAN	202 REYNOLDS AVE,	LEAGUE CITY	TX	77573-4159
LIBERTY EQUIPMENT SALES, INC.	President / Cynthia R Leftwich	15115 CLAYPOOL ST,	HOUSTON	TX	77032-2921
ARETE MARKETING SOLUTIONS, LLC	Carlos Montanez	21703 STONEY BLUFF LN,	KATY	TX	77449-7123

Viewtech Group, LLC	Miki Clement	950 E STATE HIGHWAY 114 SUITE 160,	SOUTHLAKE	TX	76092
ADVANTAGE GLOBAL LOGISTICS, INC.	Judy Hauenstein	PO BOX 292516,	LEWISVILLE	TX	75029-2516
ELECTRO SYSTEMS ENGINEERS, INC.	J. Antonio Rico	5400 SUNCREST DR STE B3,	EL PASO	TX	79912-5609
MEDWELL CONSULTANTS, L.L.C. DBA	Pres./Keith Palmer	MEDWELL SOLUTIONS,17300 N. DALLAS PKWY. SUITE 1075	DALLAS	TX	75248
MILLER IMAGING AND DIGITAL SOLUTIONS,	President/Luci Miller	INC.,PO BOX 81771	AUSTIN	TX	78708-1771
BENMAR GROUP, LLC	SABU VARGHESE	927 POYDRAS ST,	SUGAR LAND	TX	77498-6356
RJ RIVERA ASSOCIATES, INC.	Rodolfo Rivera	PO BOX 460151,	SAN ANTONIO	TX	78246-0151
VARAY SYSTEMS, INC.	President / Patrick R. Holland	PO BOX 641,	EL PASO	TX	79944-0641
SOURCEMATCH	Wolf Metzner	8312 LA PLATA LOOP,	AUSTIN	TX	78737-3126
IVY ROD, INC. DBA FRONTIER SURVEYING CO.	Ivy Young - President & CEO	710 BUFFALO ST SUITE 700,	CORPUS CHRISTI	TX	78401

FACE TO FACE INTEGRATED TECHNOLOGIES LLC	MARY IANNONE-WALKER	21213 La Paloma Drive,21213 LA PALOMA DR	LAGO VISTA	TX	78645-4959
ROMAN'S FIRE & ALARM INCORPORATED	AMANDA L. MARTINEZ	PO BOX 6873,	CORPUS CHRISTI	TX	78466-6873
HT STAFFING SOLUTIONS, LLC DBA	Managing Ptr/Carolyn Burgess	THE HT GROUP,PO BOX 1328	ORANGE	TX	77631-1328
ONE SAFE PLACE MEDIA CORP.	Pam Curry	1550 W WALNUT HILL LN,	IRVING	TX	75038-3701
V.2 IT SERVICES, INC.	Lynne McGrew	PO BOX 529,	MUENSTER	TX	76252-0529
PEDIGO STAFFING SERVICES, LLC	Debbie Pedigo	503 S AUSTIN ST,	SEGUIN	TX	78155-6405
MPULSE HEALTHCARE, LLC	Tyrone J. Dixon	3 SUGAR CREEK CENTER BLVD,STE 100	SUGAR LAND	TX	77478-2210
VERDTEK INC	GILBERT BENAVIDES	7000 N MOPAC EXPY STE 200,	AUSTIN	TX	78731
TURNKEY SECURITY, INC.	RICHARD MARTINEZ	PO BOX 1889,	MANCHACA	TX	78652-1889
CORPORATE RECORDS MANAGEMENT, INC.	President / MICHELLE DENISE CHADIMA	3141 HANSBORO AVE,	DALLAS	TX	75233-1415
TECHNIKOS INFORMATION DEVELOPMENT, LLC	Ora Gibson	14090 SOUTHWEST FWY STE 300,	SUGAR LAND	TX	77478-3679

STARS INFORMATION SOLUTIONS	David L. Granato	12813 WETMORE RD,	SAN ANTONIO	TX	78247-3628
LK EMERALDS CONSULTING, INC.	Luchana Keith	2701 LAKESIDE PKWY APT 413,	FLOWER MOUND	TX	75022-4377
GENIUS ROAD, LLC	Kimberly Zanatta	14800 QUORUM DR,SUITE 285	DALLAS	TX	75254-7073
OAK HILL TECHNOLOGY INC.	Thomas Brownson	19690 RANCH ROAD 12,	DRIFTWOOD	TX	78619-2012
SOUTH CENTRAL SUPPLY LLC	Hope Craft	828 BETTERMAN DR,	PFLUGERVILLE	TX	78660-5117
TEQSYS, INC.	Keri Ramirez	4301 W WILLIAM CANNON DR,SUITE B150-301	AUSTIN	TX	78749-1473
COMPUTER WHOLESALE PRODUCTS	Michelle Kalkhoff	PO BOX 11309,	SPRING	TX	77391-1309
DE LA TORRE/KLAUSMEIER CONSULTING INC.	CAROL DELATORRE	1401 FOXTAIL COVE,	AUSTIN	TX	78704-2717
AUSTIN CAD SERVICES, INC.	Brenda Williams	PO BOX 160820,	AUSTIN	TX	78716-0820
TEXAS CREATIVE	Jamie Allen	334 N PARK DR,	SAN ANTONIO	TX	78216-2725
ABSOLUTE FACILITY SOLUTIONS, LLC	Michelle Ray	PO BOX 660001,	AUSTIN	TX	78766-7001

THE JOB CONNECTION, INC.	MONICA MORENO	1250 HAWKINS BLVD,	EL PASO	TX	79925-4943
ACCUTEK TECHNOLOGIES, INC	Joseph Rocchi	11326 PERRY RD,	HOUSTON	TX	77064-4588
BKJ GLOBAL MANAGEMENT CONSULTING, LLC	Shanita Johnson	2600 S LOOP W # 289,	HOUSTON	TX	77054-2653
RLS INTEREST, INC. DBA PRIME SYSTEMS	Michael Chang	10402 HARWIN DRIVE,	HOUSTON	TX	77036-1504
Global IP Networks, Inc.	Scott Jeffcoat	1009 JUPITER RD,	PLANO	TX	75074-3734
DSF ADVANCED STAFFING, INC.	Debbie Frazier	2358 EASTEX FWY,	BEAUMONT	TX	77703-4626
INNOVATIONS INTERNATIONAL LLC	Humara Gull	7403 KINGS RIVER CT,	KINGWOOD	TX	77346-1475
ESOLVIT INC.	Usha Boddapu	11675 JOLLYVILLE RD STE 152,	AUSTIN	TX	78759-3939
CARDINAL SMITH AND ASSOCIATES, LLC	HAROLD MCKELVEY	PO BOX 851757,	MESQUITE	TX	75185-1757
Innovative Multimedia Group, LLC	Heather Chandler	8627 Cinnamon Creek Drive, Suite 602,	San Antonio	TX	78240-3392
BRIGHTLEAF GROUP, INC.	Jane Scott	7000 NORTH MOPAC EXPWY,SUITE 200	AUSTIN	TX	78731

UNIVERSAL NETWORK SYSTEMS, INC.	Universal Network Systems, Inc.	1701 GATEWAY BLVD,SUITE 301	RICHARDSON	TX	75080-3572
BATTS COMMUNICATIONS, LP	GP/Yvonne Batts	P. O. BOX 5371,	ABILENE	TX	79608
OBJECTWIN TECHNOLOGY, INC.	Uma Chidambaram	19219 KATY FWY,SUITE 275	HOUSTON	TX	77094-1009
BRITESPHERE, LLC	Chuka Okonkwo	4909 HAVERWOOD LN,1410	DALLAS	TX	75287-4432
EUNUM, LLC	GREGORY ELLIS	2305 West Interstate 20 Suite 140 PO Box,	GRAND PRAIRIE	TX	75052-4555
VERITY SERVICES, LLC	CEO / Darla Walker	1095 EVERGREEN CIR,SUITE 200	THE WOODLANDS	TX	77380-3645
OFFICETECH	JEFFERY EVANS	P O BOX 450903,	HOUSTON	TX	77245-0903
WEB-HED TECHNOLOGIES, INC.	Janie Gonzalez	1710 N MAIN AVE,	SAN ANTONIO	TX	78212-3938
SOAL TECHNOLOGIES, LLC	President /Ahmed Moledina	10900 RESEARCH BLVD. STE 160C-40,	AUSTIN	TX	78759-3842
ECOM CONSULTING, INC.	Baku Kshatriya	2828 W PARKER RD # 224,	PLANO	TX	75075-9153
CAN-AM WIRELESS, LLC	Johan Rahardjo	8704 CREST RIDGE CIR,	AUSTIN	TX	78750-3016

ACROSYS CORPORATION	Alexander O. Nworji	PO BOX 1472,	SUGAR LAND	TX	77487-1472
SUPREMUS GROUP LLC	BOB MEHTA	4261 E UNIVERSITY DR,SUITE 30-164	PROSPER	TX	75078-9152
PROTECHT MANAGEMENT GROUP, LLC.	David Misko	7600 BURNET RD,SUITE 360	AUSTIN	TX	78757-1241
CABLELINK SOLUTIONS	Cele Lee Solis	2010 MEADOW LN,	ARLINGTON	TX	76010-8520
EVERGE GROUP LLC	Esteban Neely	4965 PRESTON PARK BLVD,SUITE 700	PLANO	TX	75093-5180
WORK INNOVATORS LLC	Agharese Aihie	4400 STATE HIGHWAY 121 STE 300,	LEWISVILLE	TX	75056-4561
LUNATEK SOLUTIONS, LLC	Peter Singer	13425 MADRONE MOUNTAIN WAY,	AUSTIN	TX	78737-8826
RIOS CONSULTING, LLC DBA	Jason Rios	4506 GREYSTONE DR,	AUSTIN	TX	78731-1110
RAM TELECOM	LAYAL ASSI	16325 WESTHEIMER RD,STE #103	HOUSTON	TX	77082-1233
RHYAN TECHNOLOGY SERVICES, LLC	Manager - Bill Rhyan	901 S. MOPAC EXPRESSWAY,BARTON OAKS PLAZA 1 SUITE 300	AUSTIN	TX	78746
ABACODATA, LLC	Joe Gonzalez	2705 YANDALL DR,	AUSTIN	TX	78748-2086

4A SOLUTIONS, LLC.	Ahmed Moledina	10900 RESEARCH BLVD STE 160C-40,	AUSTIN	TX	78759-5722
MMC GROUP, L.P.	Tabitha Turner	105 DECKER CT,SUITE 1100	IRVING	TX	75062-2767
Analytic Focus LLC	Donald Clark	11467 Huebner Rd, Ste. 200,	San Antonio	TX	78230-1075
ZEMELNY CONSULTING SERVICE INC.	TONY RUMPH	PO BOX 3212,	WAXAHACHIE	TX	75168-3212
DENUS GLOBAL LLC DBA ACCELLUX SOLUTIONS	Deji Adenusi	9550 SPRING GREEN BLVD,SUITE 408-154 KATY, TX 77494	KATY	TX	77494-3758
SEMPER FEYE SOLUTIONS, INC.	Garry Olson Jr.	13421 CAPADOCIA CV,	AUSTIN	TX	78727-1405
NEW TRADE WINDS, LLC	Jacqueline D Sivers	21127 VILLA VALENCIA,	SAN ANTONIO	TX	78258-2971
KUMITECH, LLC	Kumitech Team	4900 AIRPORT PKWY UNIT 101,	ADDISON	TX	75001-3803
DALLAS AERIAL SURVEYS, INC.	Kimbra Johnson	4397 WESTGROVE DR,	ADDISON	TX	75001-3246
AK TELECOM, LLC	Matt R Sturdivant	729 AIRPORT BLVD,	AUSTIN	TX	78702-4103
QA SYSTEMS, INC.	Marcos Gutierrez	3267 BEE CAVES RD STE 107-514,	AUSTIN	TX	78746-6700
AUDIO VISUAL DATA INFRASTRUCTURE LLC	Julian Lopez	5240 ARBOLES DR # A2,	HOUSTON	TX	77035-2829

DYNAMIC COMPUTING SERVICES CORPORATION	Jennifer Young	3307 NORTHLAND DR,SUITE 250	AUSTIN	TX	78731-4946
YUNIFIRE LLC	Christopher Joseph	16703 EMPIRE GOLD DR,	CYPRESS	TX	77433-6240
NEW WAVE EVOLUTION	Yolanda Williams	15608 WELDON DR,	HOUSTON	TX	77032-2038
DECISION TREE, INC.	Jennifer D. Lawson	306 THUNDERBIRD DR,	EL PASO	TX	79912-3824
COMPUTER SOLUTIONS	Carolyn Labatt-CEO	14410 WURZBACH PARKWAY,SUITE 175	SAN ANTONIO	TX	78216
PRIMESHIRE LLC	IBUKUNOLUWA OLUYINKA	4803 LINDALE DRIVE,	WICHITA FALLS	TX	76310-2620
PRICESENZ LLC	Bijith Moopen	4615 AL RAZI ST,	IRVING	TX	75062-2606
MCGRAY & MCGRAY LAND SURVEYORS INC	MS. JUDITH J. MCGRAY	3301 HANCOCK DR,SUITE # 6	AUSTIN	TX	78731-5451
LOBLOLLY CONSULTING, LLC	President/Raj Nayak	1401 LAVACA ST # 624,	AUSTIN	TX	78701-1634
NETMA Corporation	Heather Capps	3875 PONTE AVE,SUITE 420	ADDISON	TX	75001-4119
Secure Apps, LLC	Marcus Hervey	208 Tuttle Rd.,	San Antonio	TX	78209-6145
CHECK MY UNIVERSE, LLC	Mona Suryakant Chowhan	7429 GREENVALLEY LN,	FRISCO	TX	75033-3190
VENTAS CONSULTING, LLC	Richard Gonzales	1000 RUNNING BAY,	FRISCO	TX	75036-4994

TEXAS GOVLINK, INC.	President / Mariano Camarillo	1304 WEST AVE STE 200,	AUSTIN	TX	78701-1716
Visual Net Design LC	Manuel Oblitas	218 E RAMSEY RD,	SAN ANTONIO	TX	78216-4607
E QUALITY CORPORATION	Mickie Scott	1308 SCOTT DR,	CEDAR HILL	TX	75104-5094
New Era Networks, LLC	Gabriel Medina Velasquez	208 N Market St. Ste LL-C,SUITE LL-C	Dallas	TX	75202-3206
CalSig Inc.	Solida Mak	2016 Main St Suite104 Suite 104,	Houston	TX	77002-8842
CORE INNOVATIONS, LLC	Jessie Figueroa	12006 CARSON CV,	SAN ANTONIO	TX	78253-5700
ABDELADIM & ASSOCIATES	Rita Abdeladim	40 N. INTERSTATE 35 SUITE 10C2,	AUSTIN	TX	78701-4371
SARATOGA SOFTWARE SOLUTIONS, INC	Vice President/Brett M. Carter	1695 W FOREST GROVE RD,	LUCAS	TX	75002-8463
PROJECT BALANCE, LLC	Stacey Berlow	PO BOX 12696,	AUSTIN	TX	78711-2696
SUNLAND GROUP, INC.	Brandy Waters	1812 CENTRE CREEK DR,SUITE 350	AUSTIN	TX	78754-5112
Elemental Methods, LLC	Michael C Christopher	5605 North MacArthur Blvd,Suite 1000	Irving	TX	75038-2617
Cima Solutions Group, LLC	Juan A Alday	118 LYNN AVE,SUITE 300	LEWISVILLE	TX	75057-3709

BROCK TECHNOLOGY GROUP LLC	Kevin Gilmore	4687 COLLEGE ST,	BEAUMONT	TX	77707-3809
DIGITAL DISPLAY SOLUTIONS, INC.	Lisa Harbert	12223 SAN PEDRO AVE,	SAN ANTONIO	TX	78216-2840
Rhea Consulting Corporation	Miriam Weigand	14811 Huebner Rd,Apt 2210	San Antonio	TX	78231-1747
LMG TECHNOLOGY SERVICES, LLC	CEO & Manager-Lloyd Gauthier	134 VINTAGE PARK BLVD,STE A-791	HOUSTON	TX	77070-3998
FERMAT SOFTWARE, LLC	MAHVISH QURESHI	9800 N LAMAR BLVD,SUITE 319	AUSTIN	TX	78753-4160
Rising Sun Technologies, LLC	Vivekanand Kondaparthi	3772 SHADDOCK CREEK LN,	FRISCO	TX	75033-2351
ABACUS COMPUTERS INC.	MOHAN SINGH	SUITE 1350,6 DESTA DRIVE	MIDLAND	TX	79705
DIGERATI SYSTEMS INC	Phani Vemuri	8501 WADE BLVD STE 520,	FRISCO	TX	75034-6270
DOC2E-FILE INC.	Sherry Mcmanus	4500 S. WAYSIDE DRIVE,SUITE 102	HOUSTON	TX	77087
'ALL OUT' CONSTRUCTION & HAULING, INC.	Kim Carnes	PO BOX 718,	QUINLAN	TX	75474-0012
SISTEMA TECHNOLOGIES, INC.	Joe Vallejo	5750 EPSILON,	SAN ANTONIO	TX	78249-3407
CRYSTAL COMMUNICATIONS, LTD.	Daniel Chong	1525 LAKEVILLE DRIVE, SUITE 230,	KINGWOOD	TX	77339

K FRIESE & ASSOC INC	Karen A. Friese	1120 S CAPITAL OF TEXAS HWY,CITYVIEW 2 STE 100	AUSTIN	TX	78746
J&P TECHNOLOGIES	President/JENNIFER L. LEWIS	2045 SPACE PARK DR,SUITE 200	HOUSTON	TX	77058-6304
ACTION SURVEYING LLC	Pres./Ben Jauma	10210 FUQUA ST,	HOUSTON	TX	77089-1412
HARUTUNIAN ENGINEERING, INC.	Takoohy Harutunian	P.O. BOX 140735,	AUSTIN	TX	78714-0735
S.V. Madison Group inc	Saz Igiehon	1095 Evergreen Circle STE 200,	The Woodlands	TX	77380-3646
Salco Properties, LLC	Yul Salaburu	12150 VALLIANT ST STE B,	SAN ANTONIO	TX	78216-2615
TOPTALENT LEARNING LLC DBA NEW HORIZONS	Dean Kothia	5999 CUSTER RD,STE. 110-521	FRISCO	TX	75035-9302
AMOJOS CONSULTING, INC.	Olufemi Osidele	3703 GALVESTON TRL,	SAN ANTONIO	TX	78253-6221
VOLTICAN INC.	Eric Elewokor	11522 PICOLLO DR,	RICHMOND	TX	77406-1417
Bresa Tech, LLC	Jessey Lee	6860 N DALLAS PKWY STE 200,	PLANO	TX	75024-4242
Integrated Network Solutions, Inc.	Christopher Balque	Post Office Box 750492,	Houston	TX	77275-0492

HIREOPS STAFFING, LLC	Kathryn Kossack	1464 E WHITESTONE BLVD,SUITE 1802 C	CEDAR PARK	TX	78613-9058
SOLID BORDER, INC.	DEREK DEL BARRIO	1806 TURNMILL ST,	SAN ANTONIO	TX	78248-1220
CLOUD EVOLUTIONS INC	Arun Dendukuri	10205 TULAROSA PASS,	AUSTIN	TX	78726-2463
HANSFAX CORP. DBA SEAMLESS SOLUTIONS	Sandra Hansen	7786 BLANKENSHIP DR,	HOUSTON	TX	77055-1002
VINTAGE COMPUTER BROKERS, INC. DBA CYNOSURE	President -Sheryl M. Hanes	4100 SMITH SCHOOL RD BLDG 1,4100 SMITH SCHOOL	AUSTIN	TX	78744-3205
TECHNOLOGIES, LLC	Ramesh Vadlamani	2401 FOUNTAINVIEW DR.,SUITE 502	HOUSTON	TX	77057-4827
BLTI Services, L.L.C.	Deborah Lee	1730 S Cherry Street,	Tomball	TX	77375-6820
CAMBAY CONSULTING, LLC.	Zafar Shaikh	1838 SNAKE RIVER ROAD,SUITE A	KATY	TX	77449-7754
COMPULABS ETC LLC	Howard J Rattliff Jr	5125 WICHITA ST. BOX 15844,	FORT WORTH	TX	76119-2515
COMMONWEALTH COMPUTER COMPANY, INC.	President-Karla Broadus	24165 W INTERSTATE 10 STE 217-616,	SAN ANTONIO	TX	78257-1449
Ingenuity Consulting & Contracting, LLC	Alyssa Martinez	4835 Medical Dr Unit 291235,	San Antonio	TX	78229-8067

THE PERSONAL COMPUTER STORE,	GM/Tim Rhome	INC. DBA AVINEXT,1400 UNIVERSITY DR E	COLLEGE STATION	TX	77840-2335
C & T INFORMATION TECHNOLOGY	PRES./SHANNON CONWAY	CONSULTING, INC.,201 S LAKELINE BLVD SUITE 803	CEDAR PARK	TX	78613-2718
ALCON DATA-TEL SOLUTIONS LLC	Eduardo Contreras	5900 BALCONES DR STE 240,104	AUSTIN	TX	78731-4200
MICROASSIST INC	COO/Donald Twining	8500 SHOAL CREEK BLVD,SUITE 4-225	AUSTIN	TX	78757-7591
INDYBRITE, INC.	ANANTHA BABBILI	3526 SANTA FE, ST.,	CORPUS CHRISTI	TX	78411
NEXUS COGNITIVE GOVERNMENT SOLUTIONS LLC	Steve Roberts	1335 BENTLEY CT,	SOUTHLAKE	TX	76092-9438
RANGER ELITE MANAGEMENT, LLC	William Hibbard	5701 STATE HIGHWAY 317,	BELTON	TX	76513-5379
LANTEC INVESTMENT GROUP, LLC	Irma L. Dutkowsky	4339 N BOSTON AVE,	LUBBOCK	TX	79415-1715
VPRIME TECH INC	Jan Ghalib	1400 BROADFIELD BLVD,STE 200	HOUSTON	TX	77084-5163
RILEY MOUNTAIN ENGINEERING, LLC	John G Fowler	PO BOX 610,	LLANO	TX	78643

CELTIC CROSS, L.C.	London O'Dowd	1701 BRIARDALE DRIVE,	LUCAS	TX	75002
AHI ENTERPRISES, LLC	Mark A. Nolan	16120 COLLEGE OAK,#105	SAN ANTONIO	TX	78249-4043
GILL DIGITAL SERVICES, LLC.	Barbara Gill	4100 SPRING VALLEY ROAD,SUITE 920	DALLAS	TX	75244
SERVICE CLUSTERS LLC	Preya Sundaram	3204 SKY RIDGE LN,	CEDAR PARK	TX	78613-4386
CORERECON, LLC	John Martinez	711 N CARANCAHUA ST,SUITE 300	CORPUS CHRISTI	TX	78401-0599
ATX WEB DESIGNS LLC	Daniel Griggs	11801 DOMAIN BLVD 3RD FLOOR,	AUSTIN	TX	78758
INFINAVATE CONSULTANCY SERVICES, LLC	Maurice Hamilton	10030 ESTES HILL LANE,	CONROE	TX	77302-1642
VIRTUO GROUP CORPORATION	Theresa G. Blackwell	6700 WOODLANDS PKWY,SUITE 230 - 322	THE WOODLANDS	TX	77382-2575
LUNA DATA SOLUTIONS INC	CEO/Dana R Jones	PO BOX 140393,	AUSTIN	TX	78714-0393

Company Name	Contact Person	Mailing Address	City	State	Zip
ALAMO CITY ENGINEERING SERVICES INC	CRAIG T STEPHENS	3463 MAGIC DR,SUITE 137	SAN ANTONIO	TX	78229-2
THE ARREIS GROUP LLC	sierra alston	6318 DEIHL RD,	HOUSTON	TX	77092-1
MOBIUS PARTNERS, LLC	Junab Ali	1711 CITADEL PLZ,	SAN ANTONIO	TX	78209-1
NAVETECH SOLUTIONS, LLC	Aaron Merriweather	13601 PRESTON RD,SUITE E114	DALLAS	TX	75240-4
THE BRASS EFFECT, INCORPORATED	Antonio Stroman	6136 FRISCO SQUARE BLVD,SUITE 400	FRISCO	TX	75034-3
REYNA ENTERPRISES INC. DBA CRC	GAUDENCIO REYNA	131 E PECAN BLVD,	MCALLEN	TX	78501-9
HORIZON TELEPHONE SYSTEMS, INC.	Rey G. Salinas	12918 FLAGSHIP,	SAN ANTONIO	TX	78247-3
THE MASSER GROUP, INC.	Hermann Masser	7101 N MESA ST # 601,	EL PASO	TX	79912-3
Cooper Consulting Company	Melynda Caudle	PO BOX 81651,	AUSTIN	TX	78708-1
WESTGATE COMPUTERS	Sec. & Treasurer/Timothy A Monaghan	7606 SW 45 SUITE 400,	AMARILLO	TX	79119
KAIROS PROFESSIONAL SERVICES LLC	Pamela Anderson	16611 HARTMAN RIDGE CT,	HOUSTON	TX	77053-5

LONGHORN TECH SERVICES INC	Marvin Hallmark	7703 N LAMAR BLVD,SUITE 650	AUSTIN	TX	78752-1
IT CONFLICT LLC	Eric Sanchez	1000 HERITAGE CENTER CIRCLE,SUITE 118	ROUND ROCK	TX	78664-5
CAPITOL SYSTEMS INC	GENA BALEY	1405 SHELTON RANCH RD,	DRIPPING SPGS	TX	78620-3
DALLAS DIGITAL SERVICES, L.L.C.	Howie Evans	5316 BRANSFORD RD,	COLLEYVILLE	TX	76034-3
WGM PARTNERS LLC	Luzona McLaughlin	18714 CAMPBELL RD,	DALLAS	TX	75252-5
J-TECH DIGITAL INC	Jeff Wang	12803 PARK ONE DR,	SUGAR LAND	TX	77478-2
CRAGG'S DO IT BEST LUMBER AND ABUNDANS	DOUGLAS CRAGG	HOME CENTER II INC.,P O BOX 1689	WIMBERLEY	TX	78676
INFORMATION TECHNOLOGY LLC	Oraios Ward President /	9659 N SAM HOUSTON PKWY E,#150-231	HUMBLE	TX	77396-1
PC & CABLE	Luanne F. Edelman	202 REYNOLDS AVE,	LEAGUE CITY	TX	77573-4
DELCOM GROUP, L.P.	LARRY LILES	P.O. BOX 560158,	THE COLONY	TX	75056-0
OB TRAFFIC	Chris Arredondo	PO BOX 3263,	SPRING	TX	77383-3
EC&B SOLUTIONS, INC.	Mark Alexander	8119 BRAHMAN LN,	ROSHARON	TX	77583-3
ELITE SOLUTIONS, INC.	Chris Kinsey	PO BOX 60423,	SAN ANGELO	TX	76906-0
THE FULCRUM GROUP, INC.	David Johnson	5751 Kroger Dr,Suite 279	Fort Worth	TX	76244-5

ACRI SERVICES AND CONSULTING, LLC	Michelline Young	6170 NEWCASTLE LN,	LEAGUE CITY	TX	77573-2
STORAGE ASSESSMENTS LLC	CEO/Carolyn Chambers	PO BOX 864017,	PLANO	TX	75086-4
CBM ARCHIVES CO., LLC	Cookie Gonzales	1779 WELLS BRANCH PKWY,#110 B-369	AUSTIN	TX	78728-1
ACE HARDWARE OF MINERAL WELLS	Mitch Bradshaw	1812 SE 1ST STREET,	MINERAL WELLS	TX	76067-5
PELAGIC PARTNERS, LLC	Managing Member / Bernard Guerrero	3938 STEDMAN TRL,	FORT WORTH	TX	76244-6
BEEPSMART COMMUNICATIONS INC.	PRESIDENT/QUAZI FARUQUE	990 N BOWSER RD,SUITE 720	RICHARDSON	TX	75081-2
SANDIA INTERNATIONAL INC.	Alexander Ayanru	PO BOX 150411,	ARLINGTON	TX	76015-6
DMI TECHNOLOGIES, INC.	L Samentha Tiller President	14900 GRAND RIVER RD,SUITE 100	FT WORTH	TX	76155-2
VICTORY PROMOTIONAL PRODUCTS, LLC	Owner/Melinda Fox	4500 WILLIAMS DR,STE 212 PMB 421	GEORGETOWN	TX	78633-1
JINA IT SERVICES INC	deepa kumar	3839 MCKINNEY AVE STE 155 #2017,	DALLAS	TX	75204
A MARKETING & SERVICE CO.	ALVARO RODRIGUEZ	PO BOX 681195,	SAN ANTONIO	TX	78268-1

DOCUMENT LOGISTIX LLC	Kim Kuykendall	18851 W STATE HIGHWAY 29,	LIBERTY HILL	TX	78642-3
LAB INFORMATION TECHNOLOGY INCORPORATED	Martin Laster	3129 KINGSLEY DR STE 720,	PEARLAND	TX	77584-8
MOORE FINANCIAL SOLUTIONS, INC.	Cassandra Moore	12014 S SAWTOOTH CANYON DR,	TOMBALL	TX	77377-7
Teksync Technologies, Inc.	Anthony Curtis	9211 West Rd., Suite 143-163,	Houston	TX	77064-8
CENTEX TECHNOLOGIES	Abdul B. Subhani	501 N 4TH ST,	KILLEEN	TX	76541-4
WINN TECH SOLUTIONS, LLC	JANET SCOTT	3833 GRANTSVILLE DR,	FORT WORTH	TX	76244-5
Quick Response Systems, Inc	PresidentDAVID O ADEYEMO	701 DALWORTH ST,	Grand Prairie	TX	75050-5
EL PASO OFFICE PRODUCTS, LLC	Sandy Grodin	1550 LIONEL DR,	EL PASO	TX	79936-5
ALEXACOM, LLC DBA EXPERT WSI EMARKETING	James R Alexander	19914 KELLICREEK DR,	KATY	TX	77450-5
COMPUTIZE, INC.	Linda Watkins	80 E MCDERMOTT DR,	ALLEN	TX	75002-2
I.L.I.T CONSULTANT INC	Usiosefe Aimiuwu	447 S SEGUIN AVE,	NEW BRAUNFELS	TX	78130-7
SUPPORT SERVICES DE ELGIGA LLC	Doubra Ariaye	9801 WESTHEIMER RD,SUITE 300	HOUSTON	TX	77042-3
Reliant Business Products, Inc.	Deidre Bock	10641 HADDINGTON, SUITE 100,	HOUSTON	TX	77043-1

FIDELITY PARTNERS MEDICAL STAFFING, LLC	Bo DePena	8600 WURZBACH RD,SUITE 1000	SAN ANTONIO	TX	78240-4
MARK III SYSTEMS - GOVERNMENT SOLUTIONS,	Edgar Romero	LLC,3600 S GESSNER RD., SUITE 170	HOUSTON	TX	77063-5
CARDINAL SMITH AND ASSOCIATES, LLC	HAROLD MCKELVEY	PO BOX 851757,	MESQUITE	TX	75185-1
RightStaff, Inc.	Shelley Lamb	4919 McKinney Avenue,	Dallas	TX	75205-3
SHI GOVERNMENT SOLUTIONS, INC	Texas Team	3828 PECANA TRL,	AUSTIN	TX	78749-3
QC TV CORP.	Pres./WANDA PALMER	PO BOX 691165,	HOUSTON	TX	77269-1
COMMSERVPROS LLC.	Bruce B Newton	PO Box 19534,	AUSTIN	TX	78760-1
FERMONT ENTERPRISES, INC.	JORGE ORTEGA	8600 AMIGO DR,	EL PASO	TX	79907-4
HIED, INC.	LESLIE HARRIS/Presiden t	80 E MCDERMOTT DR,	ALLEN	TX	75002-2
SPECTRUM IMAGING TECHNOLOGIES, INC.	Matt Elliott	5900 GATEWAY BLVD E,	EL PASO	TX	79905-1
CalSig Inc.	Solida Mak	2016 Main St Suite104 Suite 104,	Houston	TX	77002-8

1ST LIFE ENGINEERING SERVICES LLC	Elliott Broughton	9801 WESTHEIMER RD,SUITE 300	HOUSTON	TX	77042-3
HANSFAX CORP. DBA SEAMLESS SOLUTIONS	Sandra Hansen	7786 BLANKENSHIP DR,	HOUSTON	TX	77055-1
Busy Body Buys LLC	Christy Hudggins	1199 HAZEL ST,	BEAUMONT	TX	77701-1
PETROSYS SOLUTIONS, INC.	IRENE GONZALEZ GRIFFITH	PO BOX 272128,	HOUSTON	TX	77277-2
LONGHORN OFFICE PRODUCTS INC	Marcia Winkler	2210 DENTON DR,SUITE 109	AUSTIN	TX	78758
HOOVER OFFICE SUPPLIES	Earnest E. Hoover	PO BOX 380802,	SAN ANTONIO	TX	78268
TEKGRATION LLC	Staci Beane	539 W COMMERCE ST # 757,	DALLAS	TX	75208-1
HENCE ENTERPRISES LLC	Michael Hence	3000 CUSTER RD,270-179	PLANO	TX	75075-4
VIA TECHNOLOGY, LLC	MANUEL VILLA	906 FREDERICKSBURG RD,	SAN ANTONIO	TX	78201-5
GTS TECHNOLOGY SOLUTIONS, INC.	Laura Grant	9211 WATERFORD CENTRE BLVD,SUITE 275	AUSTIN	TX	78758-7
FIVE STAR TECH LTD. CO.	Katrina Greiner	401 AUSTIN HWY STE 200,	SAN ANTONIO	TX	78209-4
MCLENDON AND ASSOCIATES, LLC	Ursula M. Mclendon	1150 GOOSE LANDING LN,	RICHMOND	TX	77406-2

THE VANJEN GROUP, LLC	Principal/Vanessa E Guerra	8765 SPRING CYPRESS RD STE L-144,	SPRING	TX	77379-3
CCS PRESENTATION SYSTEMS	Ben Pickrel	20212 HEMPSTEAD RD.,BUIDING 1	HOUSTON	TX	77065
ALBRECHT INCORPORATED	KATHLEEN ALBRECHT	1223 1ST ST,	LA MARQUE	TX	77568-4
PROCOMPUTING SERVICES, INC.	Cherri McKinstry	PO BOX 2720,	GRAPEVINE	TX	76099-2
CAN-AM WIRELESS, LLC	Johan Rahardjo	8704 CREST RIDGE CIR,	AUSTIN	TX	78750-3
TEXAS MEDIA SYSTEMS, LTD.	Partner/Jessica Nixon	4311 MEDICAL PKWY,	AUSTIN	TX	78756-3
TESHCO UNLIMITED, LLC	SHATERA ANDERSON	16726 SIR WILLIAM DR,	SPRING	TX	77379-1
PHOENIX OFFICE TECHNOLOGY SERVICES, LLC	Manny Nieto	4651 WESTGROVE DR,	ADDISON	TX	75001
GENERAL OFFICE SUPPLY, INC.	President / Daphne Cox	PO BOX 2885,	AMARILLO	TX	79105-2
CLEAR TECHNOLOGIES, INC.	Bonita Hargis	16415 ADDISON RD,SUITE 300	ADDISON	TX	75001-3
ICAUGHT INCORPORATED	President/Kim Kuykendall	18851 W STATE HIGHWAY 29,	LIBERTY HILL	TX	78642-3
BIWAY INTERNATIONAL TECHNOLOGY, INC.	JOSEPH W WANG	5803 SOVEREIGN DR,SUITE 204	HOUSTON	TX	77036-2
MEDIA RIDERS, INC.	Erika Mcreaken	2800 E BROADWAY SUITE C 413,	PEARLAND	TX	77581

WDA Hoc Nostrum LLC	David Alcorn	903 FM Rd 518 East,Suite J	Kemah	TX	77565-2
IBRIDGE GROUP, INC.	Jennifer Cumpian	PO BOX 203202,	AUSTIN	TX	78720-3
TRINITY SYSTEM INTEGRATIONS COMPANY	Phil Helms	720 Essex Drive,	Prosper	TX	75078-8
COMCO INC.	Vicki Adkins	100 S ALTO MESA DR,	EL PASO	TX	79912-4
THE PERSONAL COMPUTER STORE,	GM/Tim Rhome	INC. DBA AVINEXT,1400 UNIVERSITY DR E	COLLEGE STATION	TX	77840-2
CRAFT OFFICE SYSTEMS, INC.	Nicole Lancto / CEO	PO BOX 60473,	MIDLAND	TX	79711-0
BARBARIAN USA INC	Dan Chainani	16422 STUEBNER AIRLINE RD,	SPRING	TX	77379-1
325 VENTURES LLC	Ally Steele	2768 DENA DR,	SAN ANGELO	TX	76904-5
ROCCA PRODUCTIONS, L.L.C.	Dawn Molinaro	PO BOX 12275,	AUSTIN	TX	78711-2
RITA'S TAPE MEDIA DBA COMPUPRO GLOBAL	Randy Pfeiffer	24285 KATY FWY,SUITE 300	KATY	TX	77494-1
BATTERIES PLUS BULBS	Susan Bell	4300 W WACO DR,STE A3	WACO	TX	76710-7
Sonic Toothbrush and Dental Products/Equ	Lucinni Bailar	16920 Kuykendahl Rd #218,	Houston	TX	77068-1
CRAGG'S DO IT BEST LUMBER AND	Douglas Cragg	HOME CENTER, INC.,21100 STATE HIGHWAY 46 W	SPRING BRANCH	TX	78070-0

INTECH SOUTHWEST SERVICES LLC	Carmen Reyher	4778 RESEARCH DR,	SAN ANTONIO	TX	78240-5
WAYPOINT GOVERNMENT SOLUTIONS, LLC	Jae Shin Neyman	2113 WOODSTON DR,	ROUND ROCK	TX	78681-7
O&M RESOURCES, INC	Steven Albert Meza	13201 NORTHWEST FWY,SUITE 800	HOUSTON	TX	77040-6
CAPRICE PRODUCTIONS, INC.	CATHY DUNHAM	1935 SABLE LN,	SAN ANTONIO	TX	78217-6
Secure Apps, LLC	Marcus Hervey	208 Tuttle Rd.,	San Antonio	TX	78209-6
3-C TECHNOLOGY, L.L.C.	Audley Logan Sr	3200 W PLEASANT RUN RD STE 330,	LANCASTER	TX	75146-1
SPECTRUM PAPER CO., INC.	Maxine Brown-Soto	27 CONCORD ST,	EL PASO	TX	79906-4
DFW TECHNOLOGY, INC.	Charlie W. Chen	1201 INTERNATIONAL PKWY,SUITE 100	RICHARDSON	TX	75081
PCCARE, INC.	PAT DAVENPORT	221 PARKING WAY ST,	LAKE JACKSON	TX	77566-5
NOUVEAU TECHNOLOGY SERVICES, LP.	Partner/Debbie Koon	2441 LACY LN,	CARROLLTON	TX	75006-6
SOLID BORDER, INC.	DEREK DEL BARRIO	1806 TURNMILL ST,	SAN ANTONIO	TX	78248-1
Prosystems Group	Kenneth Bynum	16521 W Bellfort Blvd,Suite G	Sugar Land	TX	77498-5
CEROTECH, INC.	Pres./Lizbeth a. Mcgee	2035 ROYAL LN,STE 202	DALLAS	TX	75229-3

BATTS COMMUNICATIONS, LP	GP/Yvonne Batts	P. O. BOX 5371,	ABILENE	TX	79608
PREFERRED DOCUMENT SOLUTIONS, LLC	Phil Thomas	17515 SPRING CYPRESS RD,C-334	CYPRESS	TX	77429-2
AC CABLE & COMMUNICATIONS, INC.	ALEX CANTU/PRESIDENT	13241 VALLEY BRANCH LN,SUITE 100	FARMERS BRANCH	TX	75234-5
Milewire, LLC	Phillip Smith	3623 PLUM VISTA PL,	ARLINGTON	TX	76005-1
PC CABLE CONNEXION INC	LUANNE EDELMAN	202 REYNOLDS AVE,	LEAGUE CITY	TX	77573-4
5K TECHNICAL SERVICES LLC	Owner/Tonia Kirkendall	1201 WEST 15TH STREET,SUITE 320	PLANO	TX	75075
Challenge Office Products, Inc.	Belinda Black	6015 South Loop East,	Houston	TX	77033-1
GREENTEK SOLUTIONS, LLC	Anuar Garcia	12315 PARC CREST DR,STE 160	STAFFORD	TX	77477-2
VARAY SYSTEMS, INC.	President / Patrick R. Holland	PO BOX 641,	EL PASO	TX	79944-0
STRUCTURED HEURISTICAL INFORMATION	john alvarado	EVOLVED LOGISITCAL DATA, INC.,2250 DEER RUN CIR	BROWNSVILLE	TX	78521-2
CABLING & WIRELESS SOLUTIONS OF	CARLOS A ANCIRA	TEXAS, INC.,22012 BUSH DR	WACO	TX	76712-8
REVEL SOLUTIONS, LLC	Manuel Silva	5535 MEMORIAL DR # F105,	HOUSTON	TX	77007-8
COMMSYS TECHNOLOGY CORP.	Sanjeet Chauhan	12210 BEDFORD ST,	HOUSTON	TX	77031-2

CUSTOM IDENTIFICATION SYSTEMS	Owner/Fernando Padilla	7116 CAMBIE CT,	LIVE OAK	TX	78233-4
STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	901 S MO PAC EXPY BLDG 1 STE 100,	AUSTIN	TX	78746-5
DECISION TREE, INC.	Jennifer D. Lawson	306 THUNDERBIRD DR,	EL PASO	TX	79912-3
PETROPLEX OFFICE SUPPLY, INCORPORATED	President / Donna Wallace	DBA TOTAL OFFICE SOLUTION OF WEST TEXAS,1601 N. LEE AVE	ODESSA	TX	79761-2
M3 ASSOCIATES, INC.	Yvonne McCullough	PO BOX 224075,	DALLAS	TX	75222-4
NOLANS OFFICE PRODUCTS INC.	Sandra Nolan	16120 COLLEGE OAK STE 105,	SAN ANTONIO	TX	78249-4
COASTAL OFFICE SOLUTIONS, INC.	Shad Estes	PO BOX 4407,	VICTORIA	TX	77903-4
XYPLES, LLC	Tochukwu Okonkwor	7600 CHEVY CHASE DR STE 300,	AUSTIN	TX	78752-1
ADVOCATE ELECTRICAL SERVICES, INC.	Director/Hector Garcia	1530 GREENSMARK DR #671447,	HOUSTON	TX	77267-6
ONSITE AV SERVICE PARTNERS INC	Karla Samaripa	2301 DOUBLE CREEK DR,SUITE 180	ROUND ROCK	TX	78664-3
CESCO, INC.	JEFF T BRYANT	11969 PLANO RD,SUITE 130	DALLAS	TX	75243-5
MDL ENTERPRISE, INC.	President/MICHELE LAMM	9888 SOUTHWEST FWY,	HOUSTON	TX	77074-1

J&A BUSINESS SOLUTIONS LLC	Peter Prytula	5318 FREESIA SPG,	SAN ANTONIO	TX	78253-(
RHYAN TECHNOLOGY SERVICES, LLC	Manager - Bill Rhyan	901 S. MOPAC EXPRESSWAY,BARTON OAKS PLAZA 1 SUITE 300	AUSTIN	TX	78746
W3IT DESIGN LLC	Lara Clark	PO BOX 11152,	COLLEGE STATION	TX	77842-1
AUNINC TECHNOLOGY SOLUTIONS LLC	Vanessa Marie Llanas	27019 TRINITY BND,	SAN ANTONIO	TX	78261-2
RICHMOND PAPER ROLLS, INC.	Tarrie Richmond	120 WINDY MEADOWS DR,	SCHERTZ	TX	78154-1
DESIGNS THAT COMPUTE, INC.	Pres./Howard Barnett	1778 N PLANO RD STE 211B,	RICHARDSON	TX	75081-1
FLORES AND ASSOCIATES, LLC	Owner/Richard Flores	2051 GATTIS SCHOOL RD,SUITE 540/PMB193	ROUND ROCK	TX	78664-1
SIMBA INDUSTRIES	Owner/Vickie Kasten	PO BOX 3141,	GRAPEVINE	TX	76099-3
TECHNOLOGY FOR EDUCATION, L.L.C.	THERESA ANDERSON	658 ALLIANCE PKWY,	HEWITT	TX	76643-3
TECHNOLOGY ASSETS, LLC DBA GLOBAL	President/Carrie Hudson	ASSET,1815 MONETARY LN SUITE 100	CARROLLTON	TX	75006-1
AMSYS INNOVATIVE SOLUTIONS, LLC	Brandy Esquivel	10101 SOUTHWEST FREEWAY,SUITE 570	HOUSTON	TX	77074-3

TGET, LLC	Gregory B. Burns	1910 E SOUTHEAST LOOP 323 # 271,	TYLER	TX	75701-8
ELP Enterprises, Inc.	Martha Ceballos	9346 Rosstown Way,	Houston	TX	77080-1
GENESIS CABLING SOLUTIONS LLC	Felipe Molina	16740 HEDGECROFT DR,SUITE 400	HOUSTON	TX	77060-3
LIBERTY EQUIPMENT SALES, INC.	President / Cynthia R Leftwich	15115 CLAYPOOL ST,	HOUSTON	TX	77032-2
459 SOLUTIONS	Toan Do	837 E 38TH ST,	AUSTIN	TX	78705-1
OMEGA BUSINESS SYSTEMS, LLC	Holly Guerrero	2700 HITSON LN,	FORT WORTH	TX	76112-6
WESTSTAR CORPORATION	Edward Flores	6335 CAMP BULLIS RD SUITE 24,	SAN ANTONIO	TX	78257-9
TODAY'S BUSINESS SOLUTIONS	Robert Jimenez	1919 LUBBOCK ST,SUITE 102	HOUSTON	TX	77007-8
VINTAGE COMPUTER BROKERS, INC. DBA	President -Sheryl M. Hanes	4100 SMITH SCHOOL RD BLDG 1,4100 SMITH SCHOOL	AUSTIN	TX	78744-3
DATAXPORT NET LLC	Beatriz Fernandez	10950 PELLICANO DR,BUILDING C SUITE C-4	EL PASO	TX	79935-4
MICROASSIST INC	COO/Donald Twining	8500 SHOAL CREEK BLVD,SUITE 4-225	AUSTIN	TX	78757-1
SECURE NETWORKERS, LLC	CEO/Kerri Ellis	25511 BUDDE RD STE 901,	THE WOODLANDS	TX	77380

ARRIBA SCIENTIFIC INC.	Pres./	132 SASSAFRAS ST,	HUTTO	TX	78634-4
MILLER IMAGING AND DIGITAL SOLUTIONS,	President/Luci Miller	INC.,PO BOX 81771	AUSTIN	TX	78708-1
A & W OFFICE SUPPLY, INC.	Pres./Leslie Wittner	PO BOX 2605,	CORPUS CHRISTI	TX	78403-2
TELECOM ELECTRIC SUPPLY COMPANY	President / Fred N. Moses	PO BOX 860307,	PLANO	TX	75086-0
WELLS & KIMICH, INC.	Mark Wells	5530 BRYSTONE DR,	HOUSTON	TX	77041-7
SUMMUS INDUSTRIES, INC.	CEO / Rodney Craig	77 SUGAR CREEK CENTER BLVD, STE 420,	SUGAR LAND	TX	77478-3
BATTERIES PLUS BULBS	Dennis Norris	PO BOX 11455,	COLLEGE STATION	TX	77842-1
PULSEMAC SOLUTIONS. LLC	Laurie Poe	318 E NAKOMA ST,WAREHOUSE 5	SAN ANTONIO	TX	78216-2
RLS INTEREST, INC. DBA PRIME SYSTEMS	Michael Chang	10402 HARWIN DRIVE,	HOUSTON	TX	77036-1
CLEAR TECH LLC	Vincent Paul Rendon	6611 CHASETHORN DR,	SAN ANTONIO	TX	78249-4
I.T. MATTERS, INC.	John Crafton	2211 NORFOLK ST STE 777,	HOUSTON	TX	77098-4
DURAN INDUSTRIES, INC.	Richard Duran	504 BUSINESS PKWY,	RICHARDSON	TX	75081-5
TOMETYS INC	Evans Tomety	13686 LINCOLNSHIRE LN,	FRISCO	TX	75035-0
V-QUEST OFFICE MACHINES & SUPPLIES, LTD.	TARA L. BROWN	4159 E UNIVERSITY AVE SUITE A,	GEORGETOWN	TX	78626-3

CX2, INC.	President/Claude Moore	10815 SEABOARD LOOP,	HOUSTON	TX	77099-3
Globe Office Products	Dilip Soni	11500 FM 1960 Rd W,Suite 215	Houston	TX	77065-3
COMPUTER WHOLESALE PRODUCTS	Michelle Kalkhoff	PO BOX 11309,	SPRING	TX	77391-1
COMPUTER NETWORK DESIGNS LLC	Angelo Winfield	PO BOX 54956,	HURST	TX	76054-4
WORLD WIDE IMAGING SUPPLIES	Pamela Ayon	PO BOX 591220,	SAN ANTONIO	TX	78259-0
WEB-HED TECHNOLOGIES, INC.	Janie Gonzalez	1710 N MAIN AVE,	SAN ANTONIO	TX	78212-3
SARVICUS LLC	Marc Packard	9002 CHIMNEY ROCK RD STE G# 205,	HOUSTON	TX	77096-2
INNOVATIVE HYBRID RESOURCES, LLC	CHRISTOPHER RIVAS	707 E HUTCHINSON ST,	BEEVILLE	TX	78102-3
STARS INFORMATION SOLUTIONS	David L. Granato	12813 WETMORE RD,	SAN ANTONIO	TX	78247-3
VISION IT CONSULTANTS LLC	Emily Young	3308 BROADWAY,SUITE 300	SAN ANTONIO	TX	78209-0
MARTIN'S OFFICE SUPPLY, INCORPORATED	William C. Martin	822 W PEARL ST,	GRANBURY	TX	76048-2

TEQSYS, INC.	Keri Ramirez	4301 W WILLIAM CANNON DR,SUITE B150-301	AUSTIN	TX	78749-1
INNOVATIVE HEALTH & SAFETY TRAINING	JAMES TATAW	INSTITUTE,615 W MAIN ST STE 400	ARLINGTON	TX	76010-1
MIDWEST OFFICE FURNITURE, INC.	President/Richard J. Finn	1801 AUSTIN ST,	WICHITA FALLS	TX	76301-5
WORK INNOVATORS LLC	Agharese Aihie	4400 STATE HIGHWAY 121 STE 300,	LEWISVILLE	TX	75056-4
ACCUTEK TECHNOLOGIES, INC	Joseph Rocchi	11326 PERRY RD,	HOUSTON	TX	77064-4
LATENCIE ELECTRONICS CORPORATION	Carl Jones	16225 PARK TEN PL,SUITE 500	HOUSTON	TX	77084-5
OFFICETECH	JEFFERY EVANS	P O BOX 450903,	HOUSTON	TX	77245-0
MICROLOGIC SYSTEMS, INCORPORATED	John Davis	9155 PALUXY DR,	TYLER	TX	75703-7
COMPUTER SOLUTIONS	Carolyn Labatt-CEO	14410 WURZBACH PARKWAY,SUITE 175	SAN ANTONIO	TX	78216
GALVIN WIRE & CABLE SOLUTIONS, LLC	Samuel Galvin	4105 CAT HOLLOW DR,	AUSTIN	TX	78731-2
STAR OFFICE PRODUCTS, LTD.	Pres./Julie G Lombardo	4660 PINE TIMBERS ST,# 132	HOUSTON	TX	77041-9

STACK NETWORK SOLUTIONS INC.	Jennifer Pekney	3817 PORTSMOUTH CIR,	PLANO	TX	75023-5
PENCIL CUP OFFICE PRODUCTS, INC.	Teresa Gandara	1220 TEXAS AVE,	EL PASO	TX	79901-1
HYDROTECH ZS CONSULTING	Owner/ Zak Sihalla	PO BOX 5520,	ROUND ROCK	TX	78683-5
DB Computer Solutions, Inc.	PRESIDENTQUEN TION BURGE	417 W. Avenue F,	Midlothian	TX	76065-2
ADVANTAGE SUPPLY	Carol Bane	PO BOX 100695,	FORT WORTH	TX	76185-0
CABLELINK SOLUTIONS	Cele Lee Solis	2010 MEADOW LN,	ARLINGTON	TX	76010-8
DALLAS HACKER AND RANSOMWARE	Adam Melaku	SOLUTIONS LLC,675 TOWN SQUARE BLVD BLDG 1A	GARLAND	TX	75040-2
3AGPROCUREMENT , LLC	Jamie Boyd	PO BOX 7170,	BRYAN	TX	77805-7
STARKS TECHNOLOGY SERVICES	Bryan Starks	4253 HUNT DR APT 1403,	CARROLLTON	TX	75010-3
Cima Solutions Group, LLC	Juan A Alday	118 LYNN AVE,SUITE 300	LEWISVILLE	TX	75057-3
JD CORPORATE HOUSING SOLUTIONS LLC	GENEVA DONALD	403 HEDY DR,	KILLEEN	TX	76542-5
WILCOMPUTEIT TECHNOLOGIES LLC	Ronald Wilson	11524 JACINTH CT,	HOUSTON	TX	77066-1
HALL COMPANY FIVE, LLC DBA JODAC	Timberly M. Hall	OFFICE OUTFITTERS,2402 S MOBBERLY AVE	LONGVIEW	TX	75602-7

ENVOY MANAGED SERVICES, LLC	CEO / Nikole Dickman	1751 RIVER RUN STE 300,	FORT WORTH	TX	76107-(
ELITE CLOUD - IT CONSULTANT, LLC	Ramon Saldivar	10902 LA CROSSE STREET,	HOUSTON	TX	77029-2
K & S Platinum Solution	Kristin Spain	15644 Sweetpine Ln,	Roanoke	TX	76262-3
POSGTECH INC.	Troy E Jones	709 LANE RD,	TEXAS CITY	TX	77591-3
OTJ GLOBAL SERVICES LLC	Otisi Oji	27319 ASHLAND MEADOWS LN,	KATY	TX	77494-(
ANNAPURNA SOLUTIONS LLC	Jan Naidu	5000 GULF FREEWAY, UHTB 4, 2ND FLOOR,SUITE 230	HOUSTON	TX	77204-(
RPS HOLDINGS, INC.	General ManagerRonald J Bertanzi	7907 BURNING HILLS DR.,	HOUSTON	TX	77071-1
DELTA OFFICE PRODUCTS	Delta Office Products	PO BOX 803495,	DALLAS	TX	75380-3
ELITE DATA SOLUTIONS	Owner/Eulalio Duran Jr	10942 FULLERTON DR,	HOUSTON	TX	77043-1
QUALITY HIGH-TECH SERVICES, INC.	Mary M Metzler	11807 FORESTGATE DR,	DALLAS	TX	75243-5
SAGE WEST OFFICE SUPPLIES	SUSIE CHIN	8700 LONG POINT RD., SUITE 205,	HOUSTON	TX	77055-3
ABLES-LAND, INC.	President/Julie Ables	PO BOX 7933,	TYLER	TX	75711-7
ARETE MARKETING SOLUTIONS, LLC	Carlos Montanez	21703 STONEY BLUFF LN,	KATY	TX	77449-7

Viewtech Group, LLC	Miki Clement	950 E STATE HIGHWAY 114 SUITE 160,	SOUTHLAKE	TX	76092
COMPLETE TABLET SOLUTIONS LLP	Shawn Jain	11525 STONEHOLLOW DR,BUILDING A SUITE B 220	AUSTIN	TX	78758-3
DYNAMIC LOGISTICS & ADMINISTRATIVE	Theresa J. Bush	SERVICES LLC,516 CONTENDERS WAY	TYLER	TX	75703-(
NEW TRADE WINDS, LLC	Jacqueline D Sivers	21127 VILLA VALENCIA,	SAN ANTONIO	TX	78258-2
UNIVERSAL NETWORK SYSTEMS, INC.	Universal Network Systems, Inc.	1701 GATEWAY BLVD,SUITE 301	RICHARDSON	TX	75080-3
CRYSTAL COMMUNICATIONS, LTD.	Daniel Chong	1525 LAKEVILLE DRIVE, SUITE 230,	KINGWOOD	TX	77339
ATHENA VENTURES & ASSOCIATES	William Henry	PO BOX 692305,	SAN ANTONIO	TX	78269-2
Salco Properties, LLC	Yul Salaburu	12150 VALLIANT ST STE B,	SAN ANTONIO	TX	78216-2
PASCO BROKERAGE INC	KASEY HOLLON	P O BOX 260399,	PLANO	TX	75026-(
COMPETITIVE CHOICE INC.	Aundrea Young	P.O. BOX 35743,	HOUSTON	TX	77235-5
QA SYSTEMS, INC.	Marcos Gutierrez	3267 BEE CAVES RD STE 107-514,	AUSTIN	TX	78746-(
COMMONWEALTH COMPUTER COMPANY, INC.	President-Karla Broadus	24165 W INTERSTATE 10 STE 217-616,	SAN ANTONIO	TX	78257-1
ABACUS COMPUTERS INC.	MOHAN SINGH	SUITE 1350,6 DESTA DRIVE	MIDLAND	TX	79705

ALCON DATA-TEL SOLUTIONS LLC	Eduardo Contreras	5900 BALCONES DR STE 240,104	AUSTIN	TX	78731-4
KERBEROS INTERNATIONAL, INC.	President / Myra Dawn Cole	2109 BIRDCREEK TERRACE,	TEMPLE	TX	76502
GILL DIGITAL SERVICES, LLC.	Barbara Gill	4100 SPRING VALLEY ROAD,SUITE 920	DALLAS	TX	75244
KELLY TECH-SYSTEMS, INC.	Kelly Narup	8718 BURKHART RD,	HOUSTON	TX	77055-6
PERRY OFFICE PRODUCTS, INC.	H B Macey IV	P. O. BOX 1200,	TEMPLE	TX	76503-1
LUNA DATA SOLUTIONS INC	CEO/Dana R Jones	PO BOX 140393,	AUSTIN	TX	78714-0
DIGITALVAR HEALTHCARE PARTNERS, LLC	Michael Medina	613 ROYAL MINISTER BLVD,	LEWISVILLE	TX	75056-6
RANGER ELITE MANAGEMENT, LLC	William Hibbard	5701 STATE HIGHWAY 317,	BELTON	TX	76513-5
Angstrom Energy Solutions LLC	Rayna Handelman	1505 Elm St, Suite 1003,SUITE 1003	Dallas	TX	75201-3
MAHNAH LLC	OLUWASEYI OYEDIRAN	11837 HENDERSON DR,	FRISCO	TX	75035-8
INFINAVATE CONSULTANCY SERVICES, LLC	Maurice Hamilton	10030 ESTES HILL LANE,	CONROE	TX	77302-1
CONVO TECHNOLOGIES LIMITED LIABILITY COM	Delese Dominique	2412 CORBIN WAY,2412 CORBIN WAY	CEDAR PARK	TX	78613-1
DOC2E-FILE INC.	Sherry Mcmanus	4500 S. WAYSIDE DRIVE,SUITE 102	HOUSTON	TX	77087

SOCIUM SOLUTIONS LLC	Jeff Baker	11601 SHADOW CREEK PKWY,STE 111-522	PEARLAND	TX	77584-7
P.D. MORRISON ENTERPRISES, INC.	Laurie Helton	1120 TORO GRANDE DR., BLDG. 2, STE. 208,	CEDAR PARK	TX	78613
AHI ENTERPRISES, LLC	Mark A. Nolan	16120 COLLEGE OAK,#105	SAN ANTONIO	TX	78249-4
VPRIME TECH INC	Jan Ghalib	1400 BROADFIELD BLVD,STE 200	HOUSTON	TX	77084-5

Mon 1/10/2022 11:34 AM

J

Jessica.Monreal

HUB Notice of Opportunity

To Jessica.Monreal

Bcc Rick Powell; Sarah Reynolds; Kristie Collins; 'gschulz@aerialdata.com'; 'GREYNA@CRC-COMPUTERS.COM'; 'tgroomes@britincorporated.com'; 'craig.stephens@aces.biz'; 'vmasih@zephon.tech'; 'jwang@jtechdigital.com'; 'cbennett@stellargy.com'; 'regina@fordengineering.com'; 'margokirkpatrick@gmail.com'; 'sales@chaione.com'; 'jessica.hearn@uflp.com'; 'GENABALEY@CAPSYSINC.COM'; 'BrendaHu@BeeUSA.com'; 'gifford@eps4.com'; 'lmclaughlin@wgmpartners.com'; 'epowell@rylet.com'; 'luanne@pc-cable.com'; 'caudle@cooperconsulting.com'; 'Bjackson@recruiting-source.com'; 'patriots@inventive.io'; 'anita.gupta@anrcg.com'; 'gpage@pacotech.com'; 'skiesling@ddserv.com';

Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes 916,920,203,204,207 which include the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 220105 Technology Solutions Performance Contract. You are invited to participate.

https://tips.ionwave.net/CurrentSourcingEvents.aspx

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 North Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com
Jessica.Monreal@tips-usa.com

Mon 1/10/2022 9:05 AM

J

Jessica.Monreal

Notice of Opportunity January 2022

To ray@mbdadallas.com; admin@mbdadallas.com

Bcc Rick Powell; Sarah Reynolds; Kristie Collins

Dear MBDA,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to work with the MBDA in an effort to notify potential vendors of our procurement solicitations.

You are invited to notify and encourage the companies you assist to participate in these opportunities. TIPS present procurement solicitations are available at the following link:

https://www.tips-usa.com/rfp.cfm.

Thank you,

Jessica Monreal
Legal Assistant/Contract Support
The Interlocal Purchasing System- *TIPS*
Region VIII Education Service Center
4845 Highway 271 North Pittsburg, TX 75686
Telephone: (866)839-8477
Direct Line: (903) 575-2704
www.tips-usa.com
Jessica.Monreal@tips-usa.com

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF CHANGE ORDER NO. 1 FOR RING CENTRAL UNIFIED COMMUNICATION SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT MASTER SERVICES AGREEMENT WITH RINGCENTRAL, INC.

I. SUMMARY

On October 15, 2024, the City Council approved a five year (5) contract for Ring Central software licenses, maintenance, and support to provide a modern cloud-based unified communications service for staff including enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with enterprise applications such as Microsoft Teams. The cloud-based unified communications services provide extension to extension calling, the ability to make and receive calls to and from the public switched telephone network (PSTN) and may be accessed from a variety of user devices including laptops, smartphones, desktops, and IP Desk Phones. Since implementation, additional licenses, telephone numbers, and data analytics are required to support operational needs.

Staff is requesting City Council to consider approval of a contract Change Order No.1 with RingCentral, Inc. to provide unified communication software licenses, maintenance, data analytics and support under the NASPO Cooperative Purchasing Program, for an increased amount of $74,933.60, with an initial year amount of $16,886.72 and $14,511.72 for each renewal year until expiration of the original five year term. The amendment results in a total not to exceed amount of $313,889.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Change Order No.1 with RingCentral, Inc. for Ring Central unified communication software licenses, including software maintenance, and software support in the amount of $74,933.60 and a total contract amount not to exceed $313,889.00, for a term ending upon expiration of the original contract's five (5) year term; and,
2. AUTHORIZE the Mayor to execute the Change Order after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the City’s Purchasing Ordinance.

IV. BACKGROUND

On October 15, 2024, City Council approved a contract with RingCentral, Inc., to provide modern enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability to make and receive calls to and from the public, making extension-to-extension internal calls, and for the software to be accessible from a variety of user devices including laptops, smartphones, desktops, for enabling a mobile workforce. Following implementation and ongoing use of the system, additional user licenses, telephone numbers, and data analytics are required to accommodate operational growth and evolving departmental needs. City staff seek approval of a contract amendment to allow expansion of the existing contract to ensure the City can continue to support users efficiently and maintain reliable communications services. This change order does not change the scope or nature of the original services.

The Ring Central services continue to be procured under the State of California NASPO Cooperative Purchasing Program, which satisfies the City's procurement requirements.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

The City and RingCentral, Inc. seek approval from City Council to execute a contract change order for $74,933.00 for total amount not to exceed $313,889.00 for a term ending upon expiration of the original contract's five (5) year term.

V. FISCAL IMPACT

The cost associated with the Change Order with RingCentral, Inc. is not to exceed the amount of $74,933.60. The first-year costs for software licenses, including maintenance and support, is for a total of $16,886.72.

Sufficient funds for the change order are included in the Information Technology & Security Department budget for 101-54-541-101-6004 for Fiscal Year 2025-26 and will be included in the proposed fiscal year budgets.

Fiscal Year	Amount	Account Number
FY2025-26	$16,886.72	101-54-541-101-6004
FY2026-27	$14,511.72	101-54-544-101-6004
FY2067-28	$14,511.72	101-54-544-101-6004
FY2028-29	$14,511.72	101-54-544-101-6004

FY2029-30	$14,511.72	101-54-544-101-6004

VI. EXHIBITS

1. Change Order No.1 for Master Services Agreement with RingCentral, Inc.
2. Master Services Agreement with RingCentral, Inc.
3. Purchasing Waiver

Attachments

Change Order No.1 for Master Services Agreement with Ring Central

Master Services Agreement with RingCentral Inc.pdf

Purchasing_Waiver_Ring Central 20241009.pdf

CHANGE ORDER FORM

This Change Order Form (**"Change Order"**), amends the previous Order Forms placed under the agreement between RingCentral, Inc. (**"RingCentral"**) and **City of Carson** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Change Order is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). The Parties agree to amend the quantities, Services, products, pricing and terms specifically set forth below. All other terms and conditions not expressly contained herein shall remain unchanged and in full effect. Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
City of Carson

701 East Carson Street
Carson, CA 90745
United States

City Of Carson
12138056850
informationtechnology@carsonca.gov
Customer UID: 839498035

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Any new Services ordered under this Change Order will begin on the Start Date set forth below and will run coterminously with the Initial Term and Renewal Term previously agreed between the Parties, unless modified. Billing for incremental services will commence on the Start Date and will be invoiced on the same billing cycles as any preexisting Services. Other fee adjustments may not be effective until your next monthly service cycle.

Service Commitment Period

Start Date for Items Added in this Change Order: Effective as of the last date of signature below, to run co-terminous with the initial term (November 1, 2024, through October 31, 2029)

Initial Term: 60 Months Starting on November 01, 2024

Renewal Term: 12 Months

Payment Schedule: Previous: Annual, New: Annual (No Change)

RingEX Services

Recurring Services						
Summary of Service	**Existing Qty**	**Additional Qty (+/-)**	**Total Qty**	**Rate**	**Change in Service**	**Subtotal**
DigitalLine Unlimited Advanced	**335**	**50**	**385**	**$137.88**	**$6,894.00**	**$53,083.80**
DigitalLine Unlimited Advanced				$83.88		
Compliance and Administrative Cost Recovery Fee				$42.00		
e911 Service Fee				$12.00		
Digital Line Unlimited* Advanced	**10**	**0**	**10**	**$90.00**	**$0.00**	**$900.00**
Digital Line Unlimited* Advanced				$36.00		
Compliance and Administrative Cost Recovery Fee*				$42.00		
e911 Service Fee*				$12.00		
RSI - Shadow A1 (1-500 Extensions)	**0**	**1**	**1**	**$4,464.00**	**$4,464.00**	**$4,464.00**
RSI - Shadow A1 Agent 75 User Pack	**0**	**1**	**1**	**$3,060.00**	**$3,060.00**	**$3,060.00**
Specialty Analog Services Add-On	**2**	**0**	**2**	**$240.00**	**$-360.00**	**$480.00**
Additional Local Number	**25**	**0**	**25**	**$11.88**	**$0.00**	**$297.00**
10DLC TCR SMS Registration - UCaaS Low Volume Campaign	**1**	**0**	**1**	**$18.00**	**$0.00**	**$18.00**
					Annual Recurring Services*	**$62,302.80**

Please note that if you downgrade or upgrade your entire RingEX plan (i.e, from Standard to Premium, or Advanced to Core), your previous plan will not show on this change order, only your new plan will be shown.

Total Initial Amount	**$62,302.80**

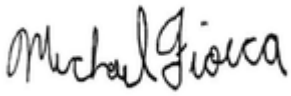
*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the Customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the Customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

IN WITNESS WHEREOF, the Parties have executed this Change Order Form above through their duly authorized representatives.

Customer	RingCentral
City of Carson	**RingCentral, Inc.**
By: _____	By: 
Name: _____	Name: Michael Fiocca
Title: _____	Title: Regional Vice President, Public Sector
Date: _____	Date: 3/3/2026

Docusign Envelope ID: 9A695461-5B1B-416A-B121-6222E92520A2

RingCentral Professional Services
Statement of Work

This RingCentral Professional Services Statement of Work is executed by RingCentral, Inc. ("**RingCentral**"), and City of Carson (the "**Customer**"). This SOW is incorporated into the Master Services Agreement dated _____, between the parties (the "MSA"). In the event of a conflict between this SOW and the MSA, this SOW shall control.

Customer	City of Carson
SOW Quote Number	U2025-03996415
SOW Currency	USD
One-Time Implementation Services	$2,375.00

SOW Expiration: This SOW, and all applicable pricing related to it, is valid if signed by Customer on or before June 30, 2025 after which pricing is subject to change, and a revised SOW may be required. However, RingCentral may elect to provide the work at the applicable pricing after the expiration date listed above, should they execute this SOW.

Table 1: Project Phasing
The Phase Totals are based on the scoped items and corresponding counts outlined in "Table 2: Entitlements"

Phase Number	Phase Name	Phase Total
1	RingCentral Project Management and Administration	$800.00
2	RSI Shadow A1 Implementation	$900.00
3	RSI Shadow Agent Implementation	$675.00
	Project Total **(excludes taxes and fees)**	**$2,375.00**

Entitlements Acknowledgement: This Statement of Work ("SoW") is expressly limited to the Project Entitlements and corresponding quantities set forth in Table 2 above, as mutually agreed upon by the Customer and RingCentral. By executing this SoW, the Customer acknowledges and affirms that any modifications, additions, or deviations from the Entitlements detailed in Table 2 shall be deemed outside the scope of this SoW. The Customer further represents and warrants that they have thoroughly reviewed the contents of this SoW prior to execution and fully comprehend, acknowledge, and accept the Project Entitlements as specified in Table 2.
_____ (Initial Here).

Docusign Envelope ID: 9A695461-5B1B-416A-B121-6222E92520A2

A. Scope

1. Project Management

i. The RingCentral Project Manager ("PM") will act as Single Point of Contact ("SPOC") for delivery services following the Project Management Institute (PMI) methodology. The RingCentral PM will be responsible for the following activities:

a. Schedule internal and external kickoff sessions
b. Review the Project Entitlements and ensure alignment with Customer's understanding and expectations
c. Create and manage the project governance, to include the following plans:
- Project and schedule
- Communication
- Resource
- Escalation
- Change Management
- Test
- Action and risk register

d. Set up project documentation and timelines in collaboration with the designated Customer SPOC
e. Complete resource assignment and scheduling based on the mutually agreed upon project plan
f. Identify, communicate, and mitigate project risks and issues
g. Facilitate and lead regular status update meetings, organize planning sessions, and plan Customer steering committee meetings, as applicable
h. Develop, review, authorize, implement, and manage change requests and interventions (Change Management)
i. Perform closure procedures at the conclusion of project activities

Table 2: Project Entitlements

Scope Items	Counts
Remote Project Management Duration (in months)	**Up to 2**
RSI Shadow Agent Implementation	**1**
RSI Shadow A1 (1-100 Extensions)	**1**

2. Remote Delivery and Go Live Services

i. RingCentral will provide remote go live services as follows:

a. Delivery resource during remote Go Live events as defined in Appendix A
b. Document open issues in action log
c. Transition into support services
d. Perform closure procedures at the conclusion of project activities

Customer will place handsets at locations listed in Appendix A
- RingCentral will provide instructions and best practices for handset placement, test, and endpoint registration

3. RSI Shadow A1 Cloud Implementation

i. RingCentral will implement the RSI Shadow A1 Cloud solution as follows:

a. Shadow A1 Cloud server: will retrieve call data from the RingCentral web portal

b. The customer will access the Shadow A1 Cloud service from their premises using a secure HTTPS connection from any supported browser
c. Once activated Shadow A1 Cloud Solution will provide reporting on inbound/outbound call traffic, call costing for billing purposes, and provide reporting on trunk usage/peak hour reports
d. An embedded real-time dashboard can be configured with user defined widgets displaying extension, agent and queue activity in real-time
e. Shadow Agent module: allows agents and managers to set agent statuses; including custom statuses, view real-time queue metrics, set accept queue calls status, add disposition/call completion codes upon call termination, and / or queue call back capabilities.
f. Remote installation, training, and ongoing support are included. Customer training immediately follows the software installation/programming
g. The Shadow Agent module must either be deployed on each user's computer (requires Windows 10 or later) or accessed via a browser
h. The Shadow Agent is licensed in twenty-five (25) user bundles. Additional bundle(s) will be required if Shadow Agent is required for more than twenty-five (25) users
i. The solution includes 1 year of call data storage or up to 5 million call records. Customer environments exceeding the 5 million call record limit will have call data automatically cyclically removed from the system, however, additional storage capacity is available via Change Order
j. ***Caveat:*** Customer's RingCentral system is equipped with less than 100 endpoints (i.e. extensions, agents, queues, auto attendants, etc.). Additional fees will be required if the customer is utilizing more than one RingCentral account/system, or their service is equipped with more than 100 extensions/endpoints

4. Hours of Operation

i. Unless otherwise specified, pricing assumes that Services will be performed between 8:00 AM to 5:00 PM local time, Monday-Friday, excluding holidays ("Standard Service Hours")
ii. Work requested to be performed outside Standard Services Hours will be subject to the RingCentral overtime rates and is available via the Change Order process.

B. Customer Responsibilities

1 Customer is responsible for the following (as applicable):

i. Authorizing the telephone number porting by RingCentral
ii. LAN/WAN infrastructure
    a. Network minimum requirements for RingCentral as a Service model
    b. Quality of Service (QoS) configuration
    c. Firewall or Access Control List (ACL) configuration
iii. Power over Ethernet (POE) port activation / configuration
iv. SMS Campaign Registration (TCR) https://www.ringcentral.com/tcr
v. Configuration and software installation on Customer PCs
vi. Decommission and disposal of any legacy equipment
vii. Provide workspace for RingCentral onsite personnel, as applicable
viii. Customizations on individual user endpoints, or phone settings
ix. FAX Machines
x. Overhead paging
xi. Postage Machines
xii. Credit Card or Point of Sale (POS) Machines
xiii. Door buzzer or Automatic Door Controller
xiv. Third party SIP phones
xv. Headsets

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xvi. Analog Devices such as fax machines
xvii. Third party Applications
xviii. Input Registered E911/Emergency Services Address and location information to Service Web
   a. This is critical information which is used by first responders in case of an emergency hence customer must ensure that the information they are adding to the Service Web is accurate. For more information, please refer to Appendix C

C. General Terms and Conditions

1 Professional Services Completion

i. Upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will notify the Customer of the completion of each individual Professional Services Project Phase. Upon receipt of such notification, Professional Services under such Project Phase will be considered completed in full and billable, in accordance with the terms of this SOW.

2 Invoicing and Payment

i. **Invoicing and Payment of Professional Services Fees:** All amounts due under this SOW for Professional Services other than T&M Services, will be invoiced upon completion of the work or each phase identified in the "Phasing Table". Payment shall be due in accordance with the applicable payment terms of the Master Services Agreement. T&M Services will be invoiced monthly in arrears. RingCentral retains the right to invoice for Users or Sites that have been deployed monthly.

3 Termination

i. **Termination**: Either Party may terminate this SOW, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one Project Phase will not result in the termination of, or otherwise affect, the rest of the SOW or any other Project Phase. No termination of any SOW, in whole or part, will result in the termination of any Services being provided under the MSA.

ii. **Effect of Termination**. If this SOW, or a Project Phase. is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this SOW, Customer will be obligated to pay RingCentral for:
   a. any Professional Services and T&M Services that have been rendered up until the effective date of the termination
   b. all applicable Service Expenses incurred; and
   c. (50%) of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being canceled, if termination of the SOW or a Project Phase occurs within one hundred and eighty (180) days of execution of the SOW. If termination occurs after one hundred and eighty (180) days of execution of the SOW, Customer will owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being canceled.

4 Delays and Changes

i. Changes to this SOW shall be made only by a mutually executed written change order between RingCentral and Customer (a "Change Order,") per the sample attached in Appendix B, outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by mutual agreement of both parties

i. Any delays in the performance of consulting services or delivery of deliverables caused by Customer, including without limitation delays in completing and returning Customer documentation required during the P&D or completing the BRD, may result in an adjustment of project timeline and/or additional fees

ii. Any changes or additions to the services described in this SOW shall be requested by a Change Order and may result in additional fees
iii. Services not explicitly specified in this SoW are considered out of scope and will be addressed with a separate SoW or Change Order

5 Project Phasing

i. The Professional Services may be delivered in one or more phases as set forth in this SOW
ii. This SOW describes the milestones, objectives, deliverables, sites, fees, and other components that are included in the scope of each phase ("Project Phases")
iii. Customer agrees that the delivery, installation, testing, acceptance, and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance, and payment for the Professional Services under any other Project Phase
iv. Each Project Phase will be billed upon notification of phase completion, and payment for each Project Phase is due in full within the applicable payment period agreed between the parties and is non-refundable.

In Witness Whereof, the Parties have executed this Statement of Work below through their duly authorized representatives.

Customer	**RingCentral**
City of Carson	RingCentral, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Docusign Envelope ID: 9A695461-5B1B-416A-B121-6222E92520A2

Appendix A
Sites

Site	Full Address	Number of Users	Deployment Type	Number of Site Visits	Technician Days Onsite	Rate per Site
n/a	n/a	n/a	Remote	n/a	n/a	n/a

Docusign Envelope ID: 9A695461-5B1B-416A-B121-6222E92520A2

Appendix B
Sample Change Order Form

RingCentral Professional Services

Change Order Form for Implementation Services

This Change Order to the Statement of Work is subject to the Professional Services Agreement (the "**PS Agreement**") by and between Customer and RingCentral with the Effective Date listed below, establishes a change to the project scope or budget. By executing this Change Order, the parties agree to be bound by the terms and conditions set out in the PS Agreement with respect to the Services to be performed under the PS Agreement and Statement of Work ("**SOW**") indicated below as modified by this Change Request. Changes with no cost impact can be authorized with email, cost impacting changes require an executed signature.

Effective Date of PS Agreement: MM/DD/YYY	**Effective Date of SOW:** MM/DD/YYY		
Project Name:	**Customer Name:**	**Original Quote Number:**	**Change Order Quote Number:**
Request Date: MM/DD/YYY	**Requested by:**	**Requestor Phone:**	**Requestor email:**
Phase No.			
DESCRIPTION OF CHANGE			**USD$XXX.XX**

CHANGE DETAILS	
Change Item or Deliverable:	
Change From:	
Change To:	
Reason/Justification for Change:	
Impact to Schedule:	
Impact to Project Cost:	
Assumptions / Constraints / Dependencies:	
Risks:	
Test Plan:	
Backout Plan:	
Change Window:	

BY SIGNING BELOW, the Parties have each caused this Change Order to be signed and delivered by its duly authorized representative as of the date Customer signs below (the "**Effective Date**").

Customer

Customer

By: _____

Name: _____

Title: _____

Date: _____

RingCentral

RingCentral, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Appendix C
Registration of Address and Notification Information – Emergency Dialing

Bulk uploading of user data, building extensions, etc. may require input of registered addresses and emergency notification information. By engaging RingCentral for implementation of the Services, Customer agrees to the following:

1. **Registered Address.** It is the Customer's obligation to maintain accurate emergency location information for each Digital Line on its Account. RingCentral will, on Customer's behalf, upload Customer's Users' registered addresses using a list of addresses provided by Customer.

2. **Emergency Notifications**. For Digital Lines located in the United States, Customer must input and maintain in Service Web a central location for the receipt of emergency notifications generated by its Users placing emergency calls (for further information about this obligation, click here). RingCentral will, as a part of the upload described in (A) above, also input Customer's emergency notification location, as directed by Customer.

3. **Customer's Representation and Warranty**. Customer represents and warrants that the registered addresses and emergency notification location are accurate and acknowledges that any subsequent change to the registered addresses must be carried out by Customer. Customer acknowledges that it may have its own independent legal obligation to ensure the accuracy of the above information, and that RingCentral takes no responsibility for the accuracy of the information provided by Customer.

Docusign Envelope ID: 9A695461-5B1B-416A-B121-6222E92520A2

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

CONSULTANT:

DocuSigned by:
Michael Fiocca
DED1147B10E24F7...

By: Michael Fiocca
Name:
Title:

By: AVP, Public Sector Sales
Name: Michael Ficcoa
Title: Regional Vice President, Public Sector
Address: 20 Davis Drive Belmont, CA 94002

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.

INITIAL ORDER FORM

This Initial Order Form is a binding agreement between RingCentral, Inc. (**"RingCentral"**) and **City of Carson** (**"Customer"** or **"You"**) (together the **"Parties"**), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at https://www.ringcentral.com/legal/eulatos.html, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the **"Agreement"**). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply.

Please note that RingCentral MVP is now RingEX. All references to "RingCentral MVP", whether in terms of service, advertising or product descriptions, mean "RingEX".

Customer
City of Carson

701 East Carson Street
Carson, CA 90745
United States

Mitchell Morones

mmorones@carsonca.gov

Service Provider
RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: November 01, 2024

Initial Term: 60 Months

Renewal Term: 12 Months

Payment Schedule: Annual

RingEX Services

Recurring Services			
Summary of Service	**Qty**	**Rate**	**Subtotal**
DigitalLine Unlimited Advanced	**340**	**$137.88**	**$46,879.20**
DigitalLine Unlimited Advanced		$83.88	
Compliance and Administrative Cost Recovery Fee		$42.00	
e911 Service Fee		$12.00	
Digital Line Unlimited* Advanced	**10**	**$90.00**	**$900.00**
Digital Line Unlimited* Advanced		$36.00	
Compliance and Administrative Cost Recovery Fee*		$42.00	
e911 Service Fee*		$12.00	
Additional Local Number	**1**	**$11.88**	**$11.88**
		Annual Recurring Services*	**$47,791.08**

Total Initial Amount	**$47,791.08**

*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to RingCentral at least 10 days prior to the issuance of the invoice. After the information is received, itwill be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the RingCentral invoice billing team at billingsupport@ringcentral.com.

Customer Reference. Customer may promote their use of RingCentral services and agrees that RingCentral may identify customer as a user of the services. All press releases or quotes regarding Customer's use of service will be pre-approved by Customer, which consent will not be unreasonably withheld.

Free Services Amount

Customer will receive 11,947.77 US Dollars (the "**Free Service Amount**"), which will be applied against charges for the recurring Services set forth in this Order Form and any applicable taxes and fees associated with those Services invoiced by RingCentral. The Free Service Amount is non-transferable and non-refundable and will expire upon termination of this Order Form. The Customer will be responsible for paying for any additional services and products ordered, and any applicable associated taxes and fees.

Add-on Services. Customer is responsible for reviewing additional terms and conditions that may apply to RingCentral add-on services (where available) and certain Advanced Support Services listed on this order form, and which are available at https://www.ringcentral.com/legal/add-on-services.html.

Special Terms & Notes

Non-Standard Terms

1. **Applicable Agreement**. This Order Form is governed by the RingCentral Master Services Agreement pursuant to the **California Cooperative Agreement, Contract No. 7-17-70-40-03**, Contractor Name: Quest Media & Supplies, Inc. (the "**PA**"). The PA incorporates into it the terms and conditions of the NASPO-ValuePoint / Quest Cooperative **Agreement Number AR2505** for Cloud Solutions, found at: https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/.
2. RingCentral, Inc. is named among the FULFILLMENT PARTNERS/ AUTHORIZED RESELLERS set out in Section 9 of the Contract No. 7-17-70-40-03.
3. **California Cooperative Agreement Contract Number 7-17-70-40-03** must appear on:
   a. The Quest (on behalf of RingCentral) invoice to the NASPO-VP Member;
   b. The NASPO-VP Member's Purchase Order; and
   c. RingCentral quotations to the NASPO-VP Member;
4. NASPO-VP Member's payment terms are net forty-five (45) days.
5. **Renewal**: Subscription renewal(s) must occur prior to expiration of Contract AR2505 and California Cooperative Agreement (Contract) No. 7-17-70-40-03, currently set to expire on 09-15-2026.
6. In accordance with the Cloud Computing Special Provisions for Software as a Service (SaaS), the Parties agree that RingCentral has no obligation to report a Security Incident that is not related to State Data.
7. For clarity, the Parties agree that, with respect to the Services in this Order Form, "data" in Section 3 ("Data Location") of Exhibit 1 to the Utah NASPO ValuePoint Master Agreement Number AR2505 refers to "State Data" (as defined in the Cloud Computing Special Provisions for Software as a Service (SaaS)) and that "State Data" refers to "Customer Content" (as defined in the RingCentral MSA).

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

City of Carson

By: Lula Davis Holmes

Name: Lula Davis-Holmes

Title: Mayor

Date: 11/7/24

Attest:

By: K Bradshaw

Name: Dr. Khaleah K. Bradshaw

Title: City Clerk

Date; 11-12-2024

APPROVED AS TO FORM:

By: Sunny K. Soltani

Name: Sunny K. Soltani

Title: City Attorney

Date: 10/30/2024

RingCentral

RingCentral, Inc.

By: DocuSigned by: Chris Donan E96048ED3C974DE...

Name: Chris Donan

Title: VP Majors & Mid-Market Sales

Date: 10/15/2024 | 08:26:40 PDT

RingCentral

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (**"Effective Date"**) and made between:

Customer

City of Carson

By: Lula Davis Holmes

Name: Lula Davis-Holmes

Title: Mayor

Date: 11/7/24

RingCentral

RingCentral, Inc.

DocuSigned by:

By: Chris Donan

E96048ED3C974DE...

Name: Chris Donan

Title: VP Majors & Mid-Market Sales

Date: 10/15/2024 | 12:13:28 PDT

Attest:

By: K Bradshaw

Name: Dr. Khaleah K. Bradshaw

Title: City Clerk

Date; 11-12-2024

APPROVED AS TO FORM:

By: Sunny K. Soltani

Name: Sunny K. Soltani

Title: City Attorney

Date: 10/30/2024

RingCentral and Customer are together referred to as the "Parties" and each individually as a "Party."

1. This Master Services Agreement is issued pursuant to the California Cooperative Agreement, Contract No. 7-17-70-40-03, Contractor Name: Quest Media & Supplies, Inc. (the "Participating Addendum" or "PA"). The PA incorporates into it the terms and conditions of the NASPO-ValuePoint / Quest Cooperative Agreement Number AR2505 for Cloud Solutions, found at: https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/. RingCentral, Inc is named among the Fulfillment Partners/Authorized Resellers set out in Section 9 of the PA, with Ordering Agency ordering through the California State-Approved Authorized Reseller:

   Quest Media & Supplies, Inc.
   c/o RingCentral, Inc.
   20 Davis Drive
   Belmont, CA 94002

The Master Services Agreement ("Agreement") consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer's Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – RingEX Services

Attachment B – Service Level Agreement for RingEX Services

Attachment C – Security Addendum

Attachment D – Online Terms

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

A. Ordering Services. Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.

B. Equipment. Subject to availability based on brand and Customer location, Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:

i. Purchase: http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html:

ii. Rental: http://www.ringcentral.com/legal/lease-rental.html, and

iii. Device as a Services: https://www.ringcentral.com/legal/daas-agreement.html.

C. Term of this Agreement. The Term of this Agreement will commence on the Start Date (as defined in the Order Form), and continue until the last Order Form is terminated or expires for the period of time specified in that Order Form, which is five (5) years, unless terminated earlier in accordance with its terms.

D. Services Term. The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (**"Initial Term"**). Prior to the expiration of the Initial Term or thereafter any Renewal Term, any renewal of services shall only be valid and enforceable when RingCentral receives written confirmation by an agreement signed by the Customer no less than thirty (30) days prior to such expiration of any renewal period (each such occurrence a "Renewal Term." The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

E. Onlne Terms. RingCentral is willing to attach a copy of the RingCentral, Inc. Terms and Conditions of Sale of Hardware, RingCentral Phone Rental Agreement, RingCentral Device as a Service Rental Agreement, RingCentral Technical Sufficiency Criteria, RingCentral Acceptable Use Policy, RingCentral Emergency Services Policy, RingCentral Numbering Policy, and RingCentral Data Processing Addendum (together, the "Online Terms"), as they exist as of the Effective Date of the Agreement, in hardcopy form to the Agreement, with the understanding that: (i) they are presented here as a convenience to Customer; and (ii) in the event of a change in such Online Terms subsequent to the Effective Date of the Agreement, such changed Online Terms shall replace and supersede those set out in Attachment D to this Agreement.

3. Invoicing and Payment

A. Prices and Charges. All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.

B. **Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within forty-five (45) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.

C. **Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.

D. **Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

A. **General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.

B. **Customer Care**

i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.

ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.

iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.

C. **Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.

D. **Advanced Support.** Customer may purchase Advanced Support services from RingCentral for use with the Services. The terms and conditions that govern the Advanced Support can be found at: https://www.ringcentral.com/legal/enterprise-service-attachment.html.

E. **Managed Services.** Customer may purchase Managed Services from RingCentral for use with the Services. The terms and conditions that govern the Managed Services can be found at: https://www.ringcentral.com/legal/managed-services-attachment.html.

F. **Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

A. **Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.

B. **Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.

i. **Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.

ii. **Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at https://www.ringcentral.com/legal/emergency-services.html.

iii. **Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at https://www.ringcentral.com/legal/policies/numbering-policy.html.

6.

A. **Termination for Cause.** Either Party may terminate this Agreementand. and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.

B. **Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services..If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

C. **Termination for Convenience.** Customer may terminate this Agreement for convenience by providing RingCentral with thirty (30) days' advance notice, subject to payment of any amounts due under this Agreement for Services rendered up to the effective date of such termination. Cancelation of the purchase or rental of any equipment will be conditioned to the equipment being returned in good condition (ordinary wear and tear excepted) within thirty (30) days of the termination notice. These returns are subject to the applicable purchase or rental terms..

7. **Intellectual Property**

A. **Limited License**

i. Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services (**"Software"**) to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.

ii. Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than

as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

i. **RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services (including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

C. Use of Marks. Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

A. Restrictions on Use or Disclosures by Either Party. During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

A. Data Privacy. RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at https://www.ringcentral.com/legal/dpa.html, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.

B. Data Security. RingCentral will take commercially reasonable precautions, including, without limitation, technical (*e.g.,* firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.

C. Software Changes. RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL BE LIMITED TO FIVE (5) TIMES THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

i. FEES OWED BY CUSTOMER

ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS

iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT

iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY

v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:

a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.

ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.

iii. If such a Third-Party Claim related to intellectual property infringement or misappropriation is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Customer Obligations. Customer understands and agrees that it shall be solely responsible for: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party

Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

A. RingCentral Warranty. RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.

B. Customer Warranty. Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement. Further, when Customer's subscription for Services exceeds one (1) fiscal year, Customer warrants that it shall exercise due diligence and best efforts to secure an adequate appropriation of funds on time from its legislative or similar government body to pay for the contracted Services in the follow-on fiscal year(s).

C. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

A. Governing Law. Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of California, without regard to its choice of law rules. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in the U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

B. Good Faith Attempt to Settle Disputes. In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.

C. Equitable Relief. Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in additional to any other relief to which such Party may be entitled under applicable Law.

D. Limitations. Except for actions for non-payment or liability arising from Section 11 (Indemnification), no claim, suit, action or proceeding relating to this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued. Any actions, lawsuits, or proceedings must be conducted solely on an individual basis and the Parties expressly waive any right to bring any action, lawsuit or proceeding as a class or collective action, private attorney general action or in any other capacity acting in a representative capacity.

14. Miscellaneous

A. Relationship of the Parties. RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.

B. Assignment. Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.

C. Notices. Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with an reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.

D. **Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

E. **Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.

F. **Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).

G. **Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.

H. **Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.

I. **Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.

J. **Use of Beta, Preview, or Early Access Software.** If you use any beta, preview, or early access services, features, products, or software offered or made available by RingCentral, then you acknowledge that your use of the services, products, or software are governed by the Beta Evaluation License Agreement and not by this Agreement.

K. **Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject. RingCentral expressly rejects in their entirety any additional or conflicting terms or conditions contained in Customer purchase order, or similar Customer document, which the Parties agree are solely for the Customer's convenience.

L. **Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form (including any hyperlinks); (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.

M. **Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.

N. **Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.

O. **Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.

P. **Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.

Q. **Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

R. **Insurance**

RingCentral shall, at its own expense, maintain insurance throughout the term of this Agreement as follows:

i. Commercial General Liability insurance, with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury, property damage, products and completed operations, contractual liability, and personal and advertising injury.

ii. Auto Liability insurance, with limits not less than $1,000,000 combined single limit for bodily injury and property damage, including coverage for any owned, hired, or non-owned vehicles.

iii. Workers' Compensation insurance, as required by statute in each jurisdiction in which this Agreement will be performed.

iv. Employer's Liability insurance, with limits not less than $1,000,000.

v. Umbrella/Excess Liability insurance, providing excess limits for Commercial General Liability, Auto Liability and Employer's Liability insurance, with limits not less than $1,000,000.

vi. Professional Liability (including, Technology Errors and Omissions, Cyber and Media Liability), with limits not less than $2,000,000 per occurrence and $2,000,000 aggregate, covering errors and omissions arising from performance of this Agreement.

All policies noted above shall be written with carriers maintaining an A.M. Best's rating of A-VII or better and authorized to do business in the jurisdiction in which the Agreement will be performed. Except for Professional Liability, all policies shall be written on an occurrence basis. Commercial General Liability Insurance shall include City of Carson, its elected and appointed officers, employees, volunteers and agents as additional insureds. RingCentral shall provide Customer with a Certificate of Insurance and endorsement upon execution of this Agreement and only upon Customer request thereafter.

S. **Family Education Rights and Privacy Act (FERPA).** Customer Content when in-transit on the RingCentral Network and when at-rest within RingCentral Data Centers may contain communications and/or educational records pertaining to students in connection with the performance of the Services pursuant to the Agreement. RingCentral shall only use or disclose such Customer Content as is reasonably necessary to provide the Services or for RingCentral to otherwise perform its obligations under the Agreement.

EXHIBIT A
DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment(s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors, and agents.
16. **"Helpdesk Support"** shall mean the performance of the following tasks:
    - Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.).
    - Standard management of the Admin Interface within the product.
    - Support all moves, adds, changes, and deletes of employees.
17. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.
18. **"Indemnifying Party"** and **"Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **"Initial Term"** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights"** or **"IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissuances and extensions of the foregoing (as applicable).
21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).
25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **"Term"** means the Initial Term plus any Renewal Terms.
30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A
SERVICE ATTACHMENT - RINGEX SERVICES

This Service Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the RingEX Services as described under the applicable Order Form (the **"Services"**).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. RingEX Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at https://www.ringcentral.com/office/plansandpricing.html. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. "Unlimited" use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at https://www.ringcentral.com/legal/acceptable-use-policy.html, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 100/1000/10000 toll free minutes per account, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at https://www.ringcentral.com/support/international-rates.html.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Core/Advanced/Ultra tier plans include a monthly allotment of 25/100/200 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges apply to SMS sent or receive in excess of allotment and will be charged at the then-applicable rates, available at https://www.ringcentral.com/support/new-sms-rates.html. Additional SMS bundles are available for purchase at discounted prices. Customer must successfully register phone numbers with the SMS registar prior to using SMS. RingCentral may attempt to deliver SMS sent from unregistered phone numbers at its discretion, however unregistered SMS are excluded from the monthly allotment and any purchased SMS bundles, and will be charged at then-applicable unregistered SMS rates, available at https://www.ringcentral.com/support/new-sms-rates.html.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the **"Directory Listing Service"**). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory

("**Listing Information**"). This information may include, but is not limited to, Customer's company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer's Listing Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

A. **Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.

B. **No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.

5. **Global RingEX or RingCentral Global Office.** Global RingEX (which is also known as RingCentral Global Office and references in the Service Description to Global RingEX shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global RingEX is available. Additional information related to Global RingEX Services is available at http://www.ringcentral.com/legal/policies/global-office-countries.html. This section sets forth additional terms and conditions concerning RingCentral's Global RingEX for customers that subscribe to it.

A. **Emergency Service Limitations for Global RingEX**. RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global RingEX is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global RingEX countries, where available, is subject to the Emergency Services Policy, available at https://www.ringcentral.com/legal/emergency-services.html. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.

B. **Global RingEX Provided Only in Connection with Home Country Service.** RingCentral provides Global RingEX Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global RingEX Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global RingEX Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global RingEX Service in English; additional language support may be provided at RingCentral's sole discretion.

C. **Primary Place of Use of Global RingEX Service.** Customer represents and warrants that the primary place of use of the Global RingEX Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.

D. **Relationships with Local Providers.** In connection with the provision of Global RingEX Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable you to receive calls from non-RingCentral numbers on Customer's Global RingEX telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global RingEX countries.

6. **Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html. Additional terms or charges may apply, depending on the selected features.

7. **Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at https://www.ringcentral.com/legal/BYOC-service-description.html.

8. **Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:

A. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.

B. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

C. **"Extension-to-Extension Calls"** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.

D. **"External Calls"** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.

E. **"Home Country"** means the United States or the country that is otherwise designated as Customer's primary or home country in the Order Form.

ATTACHMENT B
SERVICE LEVEL AGREEMENT FOR RINGEX SERVICES

This Service Level Agreement for RingEX Services (the **"RingEX SLA"**) is a part of the Master Services Agreement (the **"Agreement"**) that includes the Service Availability levels RingCentral commits to deliver on the RingCentral Network for RingEX Services.

1. Overview

RingCentral will maintain the following performance levels:

	Performance Level
Voice Services Availability (Monthly Calculation)	99.999%
Quality of Voice Service (Monthly Calculation)	3.8 MOS Score

2. Minimum Eligibility

Customer is entitled to the benefits of this RingEX SLA only to the extent that Customer maintains a minimum of fifty (50) Digital Lines under the RingEX Service Attachment with a minimum twelve (12) month Term. This RingEX SLA shall not apply to any period of time where Customer does not meet the foregoing requirements.

3. Service Delivery Commitments

A. Calculation of Service Availability for Voice Services

Service Availability = [1 – ((number of minutes of Down Time x number of Impacted Users) / (total number users x total number of minutes in a calendar month))] x 100

Service Availability shall be rounded to nearest thousandth of a percent in determining the applicable credit. Service Credits for Down Time will not exceed 30% MRC.

B. Calculation of Service Credits

Customer is entitled to the Accelerated Service Credits calculated based on the table below:

B.1 Accelerated Service Credit Table

Voice Service Availability	Service Credits
≥ 99.999%	0% MRC
≥ 99.500% and < 99.999%	5% MRC
≥ 99.000% and < 99.500%	10% MRC
≥ 95.000% and < 99.000%	20% MRC
< 95.000%	30% MRC

C. No Cumulative Credits

Where a single incident of Down Time affects RingEX Services and any other Services provided by RingCentral and covered under a separate service level agreement executed between the parties, resulting in Service Credits under both agreements, Customer is entitled to claim Service Credits under one of the agreements, but not for both.

Service Credits to be paid under this RingEX SLA will be calculated based on Customer's RingEX MRC only and will not include any other fees paid by RingCentral for any other Services, (e.g., Contact Center Services). Service Credits may not exceed the total MRC paid for the relevant Services.

D. Qualifying for Service Credits

Service Credits for Down Time will accrue only to the extent:

i. Down Time exceeds 1 minute.

ii. Customer reports the occurrence of Down Time to RingCentral by opening a Support Case within twenty-four (24) hours of the conclusion of the applicable Down Time period.

iii. RingCentral confirms that the Down Time was the result of an outage or fault on the RingCentral Network.

iv. Customer is not in material breach of the Agreement, including its payment obligations.

v. Customer must submit a written request for Service Credits to Customer Care within thirty (30) days of the date the Support Case was opened by Customer, including a short explanation of the credit claimed and the number of the corresponding Support Case.

4. Quality of Service Commitments

A. **Quality of Service Targets.** RingCentral will maintain an average MOS score of 3.8 over each calendar month for Customer Sites in the Territory, except to the extent that Customer endpoints connect via public Wi-Fi, a low bandwidth mobile data connection (3G or lower), or Customer uses of narrowband codecs such as G.729.

B. **Quality of Service Report.** Customer may request a Quality of Service Report for the preceding calendar month by submitting a Support Case. RingCentral will endeavor to provide the Quality of Service Report within five (5) business days.

C. **Diagnostic Investigation.** If the Quality of Service Report shows a failure to meet the target 3.8 average MOS as calculated under this Section, RingCentral will use industry-standard diagnostic techniques to investigate the cause of the failure. Customer shall cooperate with RingCentral in this investigation fully and in good faith.

D. **Diagnostic Remediation.** Based on its investigation, RingCentral will provide a reasonable determination of the root cause(s) of any failure for the quality of service to meet the target MOS of 3.8. RingCentral will resolve any root cause(s) on the RingCentral Network; Customer shall timely implement settings or other resolution advised by RingCentral to improve the quality of service.

5. Chronic Service Failures

A. **Service Availability.** Customer may terminate the Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a Service Availability of at least 99.9% on the RingCentral Network for Voice Services during any three (3) calendar Months in any continuous 6 Month period, and customer has timely reported Down Time as set forth herein.

B. **Quality of Service.** Customer may terminate the affected Customers Sites under its Agreement without penalty, and will receive a pro-rata refund of all prepaid, unused fees in the following circumstances if RingCentral fails to meet a minimum 3.5 MOS, as measured in duly requested Quality of Service Reports, for the affected Customer Sites within 4 months of the date of Customer's initial Support Case requesting a Quality of Service Report, except that such right inures only to the extent that Customer has complied fully and in good faith with the cooperation requirements and timely implemented all suggestions from RingCentral, in RingCentral's sole reasonable judgment.

C. To exercise its termination right under this RingEX SLA, Customer must deliver written notice of termination to RingCentral no later than ten (10) business days after its right to terminate under this Section accrues.

6. Sole Remedy

The remedies available pursuant to this RingEX SLA (i.e. the issuance of credits and termination for chronic service failure) shall be Customer's sole remedy for any failure to meet committed services levels under this RingEX SLA.

7. Definitions

Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

A. **"Down Time"** is an unscheduled period during which the Voice Services for RingEX on the RingCentral Network are interrupted and not usable, except that Down Time does not include unavailability or interruptions due to (1) acts or omissions of Customer; (2) an event of a Force Majeure; or (3) Customer's breach of the Agreement. Down Time begins to accrue after one (1) minute of unavailability, per incident.

B. **"Impacted User"** means a user with a Digital Line affected by Down Time. In the event that due to the nature of the incident it is not possible for RingCentral to identify the exact number of users with a Digital Line affected by Down Time, RingCentral will calculate the Impacted Users on a User-Equivalency basis as defined below.

C. **"MOS"** means the Mean Opinion Score, determined according to the ITU-T E-model, as approved in June 2015, rounding to the nearest tenth of a percent. MOS provides a prediction of the expected voice quality, as perceived by a typical telephone user, for an end-to-end (i.e. mouth-to-ear) telephone connection under conversational conditions. MOS is measured by RingCentral using network parameters between the Customer endpoint, e.g., the IP Phone or Softphone, and the RingCentral Network, and will accurately reflect quality of the call to the caller using the Voice Services.

D. **"MRC"** means the monthly recurring subscription charges (excluding taxes, administrative or government mandated fees, metered billings, etc.) owed by Customer to RingCentral for RingEX Services for the relevant month. If customer is billed other than on a monthly basis, MRC refers to the pro-rata portion of the recurring subscription charges for the relevant calendar month. MRC does not include one-time charges such as phone equipment costs, set-up fees, and similar amounts, nor does it include any charges or fees for services other than RingEX Services.

E. **"Quality of Service Report"** means a technical report provided by RingCentral, detailing MOS and related technical information.

F. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence (**"PoP(s)"**), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the PSTN. The RingCentral Network does not include the public Internet, a Customer's own private network, or the Public Switched Telephone Network (PSTN).

G. **"Service Availability"** is the time for which Voice Services for RingEX are available on the RingCentral Network, expressed as a percentage of the total time in the relevant calendar month, and calculated as set forth above.

H. **"Service Credits"** means the amount that RingCentral will credit a Customer's account pursuant to this RingEX SLA.

I. **"Site"** means a physical location in the Territory at which Customer deploys and regularly uses at least five (5) RingCentral Digital Lines. A Digital Line used outside such physical location for a majority of days in the relevant calendar month, such as home offices, virtual offices, or other remote use, will not be included in the line count for this purpose.

J. **"Support Case"** means an inquiry or incident reported by the Customer, through its Helpdesk Support, to Customer Care via the designated Customer Care portal.

K. **"Territory"** means those countries in which Customers subscribes to RingEX or Global RingEX Services.

L. **"User-Equivalency"** means the calculation made by RingCentral to estimate the percentage of the Voice Services impacted by the Down Time. RingCentral may use number of calls, network, device information, vendor and customer reports, and its own technical expertise to make these calculations.

M. **"Voice Services"** means the audio portion of the Services, across endpoints, including the Softphone, and IP desk phone.

ATTACHMENT C
RINGCENTRAL SECURITY ADDENDUM

1. Scope

This document describes the Information Security Measures (**"Measures"**) that RingCentral has in place when processing Protected Data through RingCentral Services.

2. Definitions

For purposes of this Security Addendum only, capitalized terms, not otherwise defined herein, have the meaning set forth in the Agreement.

A. **"Ring Central Services"**, or **"Services"**, means services offered by RingCentral and acquired by the Customer.

B. **"Customer"** means the entity that entered into the Agreement with RingCentral.

C. **"Protected Data"** means Customer and partner data processed by RingCentral Services, as defined in the applicable RingCentral DPA or Agreement, including "personal data" and "personal information" as defined by applicable privacy laws, confidential data as defined in the Agreement, account data, configuration data, communication content including messages, voicemail, and video recording.

D. **"Agreement"** means the agreement in place between RingCentral and the Customer for the provision of the Services.

E. **"Personnel"** means RingCentral employees, contractors or subcontracted Professional Services staff.

3. Information Security Management

A. Security Program

RingCentral maintains a written information security program that:

i. Includes documented policies or standards appropriate to govern the handling of Protected Data in compliance with the Agreement and with applicable law.

ii. Is managed by a senior employee responsible for overseeing and implementing the program.

iii. Includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Protected Data.

iv. Is appropriate to the nature, size, and complexity of RingCentral's business operations.

B. Security Policy Management

RingCentral's security policies, standards, and procedures:

i. Align with information security established industry standards.

ii. Are subject to ongoing review.

iii. May be revised to reflect changes in industry best practices.

C. Risk Management

RingCentral:

i. Performs cybersecurity risk assessments to identify threats to their business or operations at least annually.

ii. Updates RingCentral policies, procedures and standards as needed to address threats to RingCentral's business or operations.

4. Independent security assessments

A. External Audit

RingCentral:

i. Uses qualified independent third-party auditors to perform security audits covering systems, environments, and networks where Protected Data is processed, including

a. SOC2 Type II

b. IES/ISO 27001.

ii. maintains additional audits and compliance certifications as appropriate for RingCentral's business and as identified at www.ringcentral.com/trust-center.html.

B. Distribution of Reports

Copies of relevant audit reports and certifications:

i. Will be provided to Customer on request.

ii. Are subject to Non-Disclosure Agreement.

C. Annual Risk Assessment Questionnaire

Customer may, on one (1) occasion within any twelve (12) month period, request that RingCentral complete a third-party risk assessment questionnaire within a reasonable time frame.

In case of conflict between this section and the equivalent section in the RingCentral DPA, the DPA takes precedence.

5. Human Resource Security

A. Background Checks

RingCentral requires pre-employment screenings of all employees. RingCentral ensures criminal background searches on its employees to the extent permitted by law. Each background check in the US includes:

i. An identity verification (SSN trace).

ii. Criminal history checks for up to seven (7) years for felony and misdemeanors at the local, state, and federal level, where appropriate.

iii. Terrorist (OFAC) list search, as authorized by law.

Internationally, criminal history checks are conducted as authorized by local law.

Background checks are conducted by a member of the National Association of Professional Background Screeners or a competent industry-recognized company in the local jurisdiction.

B. Training

RingCentral will ensure that all employees including contractors:

i. Complete annual training to demonstrate familiarity with RingCentral's security policies.

ii. Complete annual training for security and privacy requirements, including CyberSecurity awareness, GDPR, and CCPA.

iii. Have the reasonable skill and experience suitable for employment and placement in a position of trust within RingCentral.

C. Workstation Security

RingCentral ensures that:

i. RingCentral employees either use RingCentral owned and managed devices in the performance of their duties or Bring Your Own Device (BYOD) device.

ii. All devices, whether RingCentral owned and managed or Bring Your Own Device (BYOD) device, are enrolled in the full RingCentral managed device program.

D. Data Loss Prevention

RingCentral employs a comprehensive system to prevent the inadvertent or intentional compromise of RingCentral data and Protected Data.

E. Due Diligence Over Sub-Contractors

RingCentral will:

i. maintain a security process to conduct appropriate due diligence prior to engaging sub-contractors.

ii. assess the security capabilities of any such sub-contractors on a periodic basis to ensure subcontractors' ability to comply with the Measures described in this document.

iii. apply written information security requirements that oblige sub-contractors to adhere to RingCentral's key information security policies and standards consistent with and no less protective than these Measures.

F. Non-Disclosure

RingCentral ensures that employees and contractors/sub-contractors who process Protected Data are bound in writing by obligations of confidentiality.

6. Physical Security

A. General

RingCentral:

i. Restricts access to, controls, and monitors all physical areas where RingCentral Services process Protected Data (**"Secure Areas"**).

ii. Maintains appropriate physical security controls on a 24-hours-per-day, 7-days-per-week basis (**"24/7"**).

iii. Revokes any physical access to Secure Areas promptly after the cessation of the need to access buildings and system(s).

iv. Performs review of access rights on at least an annual basis.

B. Access and Authorization Processes

RingCentral maintains a documented access authorization and logging process. The authorization and logging process will include at minimum:

i. Reports detailing all access to Secure Areas, including the identities and dates and times of access.

ii. Reports to be maintained for at least one year as allowed by law.

iii. Video surveillance equipment to monitor and record activity at all Secure Areas entry and exit points on a 24/7 basis to the extent permitted by applicable laws and regulations.

iv. Video recording to be maintained for at least 30 days or per physical location provider's policies.

C. Data Centers

To the extent that RingCentral is operating or using a data center, RingCentral ensures that physical security controls are in alignment with industry standards such as ISO 27001 and SSAE 16 or ISAE 3402 or similar standard including:

i. Perimeter security including fencing/barriers and video surveillance.

ii. Secure access including security guard/reception.

iii. Interior access controlled through RFID cards, 2FA, anti-tailgating controls.

iv. Redundant utility feeds and support for continuous delivery through backup systems.

v. Redundant network connection from multiple providers.

7. Logical Security

A. User Identification and Authentication

RingCentral:

i. Maintains a documented user management lifecycle management process that includes manual and/or automated processes for approved account creation, account removal and account modification for all Information Resources and across all environments.

ii. Ensures that RingCentral users have an individual accounts for unique traceability.

iii. Ensures that RingCentral users do not use shared accounts; where shared accounts are technically required controls are in place to ensure traceability.

iv. RingCentral user passwords are configured aligned with current NIST guidance.

For the customer facing applications, Customers may choose to integrate with SSO (Single Sign on) so that Customer retains control over their required password settings including Customer's existing MFA/2FA solutions.

B. User Authorization and Access Control

RingCentral:

i. Configures remote access to all networks storing or transmitting Protected Data to require multi-factor authentication for such access.

ii. Revokes access to systems and applications that contain or process Protected Data promptly after the cessation of the need to access the system(s) or application(s).

iii. Has the capability of detecting, logging, and reporting access to the system and network or attempts to breach security of the system or network.

RingCentral employs access control mechanisms that are intended to:

i. Limit access to Protected Data to only those Personnel who have a reasonable need to access said data to enable RingCentral to perform its obligations under the Agreement.

ii. Prevent unauthorized access to Protected Data.

iii. Limit access to users who have a business need to know.

iv. Follow the principle of least privilege, allowing access to only the information and resources that are necessary.

v. Perform review access controls on a minimum annual basis for all RingCentral's systems that transmit, process, or store Protected Data.

8. Telecommunication and Network Security

A. Network Management

RingCentral:

i. Maintains network security program that includes industry standard firewall protection and two-factor authentication for access to RingCentral's networks.

ii. Deploys an Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS) to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host.

iii. Monitors web traffic from the Internet and from internal sources to detect cyber-attacks including Distributed Denial of Service (DDoS) attacks against web sites / services and to block malicious traffic.

B. Network Segmentation

RingCentral:

i. Implements network segmentation between the corporate enterprise network and hosting facilities for Services.

ii. Ensures separation between environments dedicated to development, staging, and production.

iii. Restricts access between environments to authorized devices.

iv. Controls configuration and management of network segregation and firewall rules through a formal request and approval process.

C. Network Vulnerability Scanning

RingCentral:

i. Runs internal and external network vulnerability scans against information processing systems at least quarterly.

ii. Evaluates findings based on (where applicable) CVSS score and assessment of impact, likelihood, and severity.

iii. Remediates findings following industry standard timelines.

9. Operations Security

A. Asset Management

RingCentral:

i. Maintains an accurate and current asset register covering hardware and software assets used for the delivery of services.

ii. Maintains accountability of assets throughout their lifecycle.

iii. Maintains processes to wipe or physically destroy physical assets prior to their disposal.

B. Configuration Management

RingCentral:

i. Maintains baseline configurations of information systems and applications based on industry best practices including:

   a. Removal of all vendor-provided passwords.

   b. Remove/disable unused services and settings.

   c. Anti-malware/endpoint protection as technically feasible.

ii. Enforces security configuration settings for systems used in the provision of the Services.

iii. Ensures that clocks of all information processing systems are synchronized to one of more reference time sources.

C. Malicious Code Protection

i. To the extent practicable, RingCentral has endpoint protection in place, in the form of Endpoint Detection and Response (EDR) and/or antivirus software, installed and running on servers and workstations.

ii. EDR alerts are monitored, and immediate action is taken to investigate and remediate any abnormal behavior.

iii. Where used, antivirus software will be current and running to scan for and promptly remove or quarantine viruses and other malware on Windows servers and workstations.

D. Vulnerability, Security Patching

RingCentral:

i. Monitors for publicly disclosed vulnerabilities and exposures for impact to Supplier's information systems and products.

ii. Ensures quality assurance testing of patches prior to deployment.

iii. Ensures that all findings resulting from network vulnerability scanning and relevant publicly disclosed vulnerabilities and exposures are remediated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Logging and Monitoring

RingCentral shall ensure that:

i. All systems, devices or applications associated with the access, processing, storage, communication and/or transmission of Protected Data, generate audit logs.

ii. Access to Protected Data is logged.

iii. Logs include sufficient detail that they can be used to detect significant unauthorized activity.

iv. Logs are protected against unauthorized access, modification, and deletion.

v. Logs are sent to a centralized location for aggregation and monitoring.

10. Software Development and Maintenance

A. Secure Development Lifecycle

RingCentral:

i. Applies secure development lifecycle practices, including, during design, development, and test cycles.

ii. Ensures that products are subject to security design review including threat considerations and data handling practices.

iii. Ensures that Services are subject to a secure release review prior to promotion to production.

B. Security Testing

As part of the secure development lifecycle, RingCentral:

i. Performs rigorous security testing, including, as technically feasible:

a. static code analysis.

b. source code peer reviews.

c. dynamic and interactive security testing.

d. security logic, or security "QA" testing.

ii. Ensures that Internet-facing applications are subject to application security assessment reviews and testing to identify common security vulnerabilities as identified by industry-recognized organizations (e.g., OWASP Top 10 Vulnerabilities, CWE/SANS Top 25 vulnerabilities).

iii. For all mobile applications (i.e. running on Android, Blackberry, iOS, Windows Phone) that collect, transmit or display Protected Data, conducts an application security assessment review to identify and remediate industry-recognized vulnerabilities specific to mobile applications.

iv. Does NOT use Protected Data for testing.

v. Makes all reasonable effort to identify and remediate software vulnerabilities prior to release.

C. Annual Penetration Testing

RingCentral:

i. Engages qualified, independent third-party penetration testers to perform annual penetration test against its Products and environments where Protected Data is hosted.

ii. Requires sub-processors to perform similar penetration testing against their systems, environments, and networks.

iii. Ensures remediation of all findings in a commercially reasonable period of time.

D. Product Vulnerability Management

RingCentral:

i. Uses commercially reasonable efforts to regularly identify software security vulnerabilities in RingCentral Services.

ii. Provides relevant updates, upgrades, and bug fixes for known software security vulnerabilities, for any software provided or in which any Protected Data is processed.

iii. Ensures that all findings resulting from internal and external testing are evaluated according to industry best practices, including CVSS score and assessment of impact, likelihood and severity and are remediated following industry standard timelines.

E. Open Source and Third-Party Software

RingCentral:

i. Maintains an asset registry of all third-party software (TPS) and open-source software (OSS) incorporated into the Services.

ii. Uses commercially reasonable efforts to ensure the secure development and security of open-source software and third-party software used by RingCentral.

iii. Uses commercially reasonable efforts to evaluate, track and remediate vulnerabilities of open-source software (OSS) and other third-party libraries that are incorporated into the Services.

11. Data Handling

A. Data Classification

RingCentral maintains data classification standards including:

i. Public data, data that is generally available or expected to be known to the public.

ii. Confidential data, data that is not available to the general public.

Protected Data is classified as RingCentral Confidential Data.

B. Data Segregation

RingCentral:

i. Ensures physical or logical segregation of Protected Data from other customers' data.

ii. Ensures physical separation and access control to segregate Protected Data from RingCentral data.

C. Encryption of Data

RingCentral:

i. Shall ensure encryption of Protected Data in electronic form in transit over all public wired networks (e.g., Internet) and all wireless networks (excluding communication over Public Switch Telephone Networks).

ii. Excepting the Engage Communities feature of Engage Digital, shall ensure encryption of Protected Data in electronic form when stored at rest.

iii. Uses industry standard encryption algorithms and key strengths to encrypt Protected Data in transit over all public wired networks (e.g., Internet) and all wireless networks.

D. Destruction of Data

RingCentral shall:

i. Ensure the secure deletion of data when it is no longer required.

ii. Ensure that electronic media that has been used in the delivery of Services to the Customer will be sanitized before disposal or repurposing, using a process that assures data deletion and prevents data from being reconstructed or read.

iii. Destroy any equipment containing Protected Data that is damaged or non-functional.

12. Incident Response

RingCentral's incident response capability is designed to comply with statutory and regulatory obligations governing incident response. As such, RingCentral:

A. Maintains an incident response capability to respond to events potentially impacting the confidentiality, integrity and/or availability of Services and/or data including Protected Data.

B. Has a documented incident response plan based on industry best practices.

C. Has a process for evidence handling that safeguards the integrity of evidence collected to including allowing detection of unauthorized access to.

D. Will take appropriate steps and measures to comply with statutory and regulatory obligations governing incident response.

When RingCentral learns of or discovers a security event which impacts Protected Data, RingCentral will notify Customer without undue delay and will take commercially reasonable steps to isolate, mitigate, and/or remediate such event.

13. Business Continuity and Disaster Recovery

A. Business Continuity

RingCentral:

i. Ensures that responsibilities for service continuity are clearly defined and documented and have been allocated to an individual with sufficient authority.

ii. Has a business continuity plan (BCP) in place designed to provide ongoing provision of the Services to Customer.

iii. Develops, implements, and maintains a business continuity management program to address the needs of the business and Services provided to the Customer. To that end, RingCentral completes a minimum level of business impact analysis, crisis management, business continuity, and disaster recovery planning.

iv. Ensures that the scope of the BCP encompasses all relevant locations, personnel and information systems used to provide the Services.

v. Ensure that its BCP includes, but is not limited to, elements such location workarounds, application workarounds, vendor workarounds, and staffing workarounds, exercised at minimum annually.

vi. Reviews, updates, and tests the BCP at least annually.

B. Disaster Recovery

RingCentral:

i. Maintains a disaster recovery plan, which includes, but is not limited to, infrastructure, technology, and system(s) details, recovery activities, and identifies the people/teams required for such recovery, exercised at least annually.

ii. Ensures that the disaster recovery plan addresses actions that RingCentral will take in the event of an extended outage of service.

iii. Ensures that its plans address the actions and resources required to provide for (i) the continuous operation of RingCentral, and (ii) in the event of an interruption, the recovery of the functions required to enable RingCentral to provide the Services, including required systems, hardware, software, resources, personnel, and data supporting these functions.

ATTACHMENT D
ATTACHMENT – RINGCENTRAL ONLINE TERMS

This Attachment is a part of the Master Services Agreement (the **"Agreement"**) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Services to Customer.

1. Attachment Overview

The Master Services Agreement contains within it hotlinks to online terms and conditions (Online Terms) that are incorporated into the Agreement by reference. Customer desires to have a version of such Online Terms as they exist as of the Effective Date of the Agreement attached to the Agreement in hardcopy form. RingCentral is willing to attach such Online Terms as set out in this Attachment with the understanding that (i) they are presented here as a convenience to Customer, and (ii) subject to Section 2 below, in the event of a change in any such Online Terms subsequent to the Effective Date of the Agreement, such changed Online Terms shall replace and supersede those set out in this Attachment.

2. Changes to Online Terms

RingCentral may update the Online Terms from time to time and will provide notice to Customer at the email address on file with the Account. Such updates will become effective thirty (30) days after such notice to Customer. In the event that any such update would be of material detriment to Customer and is not required by Law, Customer must inform RingCentral of its objection within thirty (30) days of receiving the notice provided under this provision. If the Parties, negotiating in good faith cannot reach agreement within thirty (30) days, Customer may terminate the portion of the Services affected by the change without penalty by written notice to RingCentral. Any use of the Services after the effective date will be deemed Customer's acceptance of the change.

3. Those Online Terms Incorporated into the Agreement by Reference and Set Out Herein

Exhibit A	MSA_2.b.i_RingCentral, Inc. Terms and Conditions of Sale of Hardware
Exhibit B	MSA_2.b.ii_RingCentral Phone Lease Program and Rental Agreement
Exhibit C	MSA_2.b.iii Device as a Service Rental Agreement
Exhibit D	MSA_5.A_Technical Sufficiency Criteria_RingCentral
Exhibit E	MSA_5.B.i_Acceptable Use Policy_RingCentral
Exhibit F	MSA_5.B.ii_Emergency Services_RingCentral
Exhibit G	MSA_5.B.iii_Numbering Policy_RingCentral
Exhibit H	MSA_9.A_DataProcessing Addendum_RingCentral

EXHIBIT A

RingCentral, Inc. Terms and Conditions of Sale of Hardware

SOURCE: MSA_2.b.i https://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html

1. **Definitions**
   a. Where used in these Terms and Conditions of Sale of Hardware:
      i. "**Authorized Representative**" means any person who holds the job title and office of General Manager, Finance Director or Vice-President.
      ii. "**Customer**" means you or any of your subsidiaries purchasing Product from RingCentral.
      iii. "**Conditions**" means these Terms and Conditions of Sale.
      iv. "**Contract**" means any agreement for the purchase and sale of Products between RingCentral and Customer which result from a Purchase Order submitted to and accepted by RingCentral under these Conditions.
      v. "**Contract Date**" means the date upon which a Purchase Order is accepted by RingCentral.
      vi. "**Force Majeure**" means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind or any other causes which, in all cases, are beyond the reasonable control of RingCentral (including delay or shortages by its Suppliers).
      vii. "**Products**" means the hardware, software, or any combination thereof, and related documentation, identified in the Website, https://www.ringcentral.com/office/voip-phone.html[1] which are made available for purchase and/or license by Customer pursuant to a Contract. Products shall be new or like-new, unless Customer requests refurbished Product. RingCentral will fulfil Purchase Orders for refurbished Product to the extent RingCentral has refurbished Product available.
      viii. "**Purchase Order**" means Customer's submission of a written or electronic order for Products through the Website or other documentation indicating name, quantity and pricing of Products to be purchased.
      ix. "**RingCentral**" means RingCentral, Inc. and its subsidiaries.
      x. "**Supplier**" means the supplier, licensor, publisher, manufacturer or other third-party provider of Products.
      xi. "**Website**" means the portal hosted by RingCentral through which Products are made available for purchase.
   b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term "including" will always be deemed to mean "including, without limitation", (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2. **General Ordering Terms.**
   a. Customer may purchase Products under these Conditions by issuing a Purchase Order to RingCentral. Only a Purchase Order submitted by Customer shall constitute an offer to contract subject to these Conditions. All Purchase Orders are subject to acceptance by RingCentral.
   b. No additional or alternative terms or conditions or any alteration to these Conditions proposed by the Customer contained or referred to in a Purchase Order or other form submitted to RingCentral shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of RingCentral with respect to that Purchase Order.
   c. Customer's subsidiaries shall be defined as any entity which the Customer controls or owns more than 50% of its shares. Customer guarantees full and prompt payment to RingCentral of any sums as they fall due for any Purchase Orders placed hereunder by Customer's subsidiaries.

3. **Cancelling & Rescheduling Purchase Orders.**
Except as set forth below, no Purchase Order which has been accepted by RingCentral may be cancelled or rescheduled by Customer except with written agreement by RingCentral.

4. **Limited Product Return Right.**
   a. Product may be returned by Customer for any reason within thirty (30) days of delivery of the Product ("**Return Period**"), and RingCentral will accept the return and provide a refund to Customer of the price paid by Customer for the Product, or a lesser amount depending on the condition of the returned Product, as set forth below. The refund shall also include taxes and any fees, duties and similar charges that were paid by Customer to RingCentral and refundable. The refund will not include the shipping fees associated with the purchase of the Product. The amount of the refund will be dependent on the condition of the returned Product, such condition determined solely by RingCentral. If the Product is, in RingCentral's sole discretion, in such a condition that it cannot be resold, no refund will be provided. Customer shall contact RingCentral to arrange for any such return. All returns under this Section 4 are subject to a processing fee (which includes shipping charges to return the Product) (a "**Return Processing Fee**") of thirty Canadian dollars (CDN$30.00), fifteen British pounds (£15.00), eighteen Euros (€18.00), or twenty-five US dollars (US$25.00) or its equivalent for any other currency, that shall be charged to Customer by RingCentral. The Return Processing Fee will be assessed on each returned Product and will be collected at the time of processing Customer's return request

5. Prices

a. The price of Products on the Contract Date shall be the quoted price. All prices and charges are exclusive of the cost of shipping, delivery and insurance, if any, as well as applicable value added tax (VAT), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon RingCentral's net income), duties or customs fees for which the Customer shall be additionally liable for paying. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that RingCentral by law or statute may charge or collect upon in accordance with such laws or statutes.

b. Customer will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by Customer on any Products purchased by Customer where the tax is imposed on Customer's acquisition or use of such Products and the amount of tax is measured by Customer's costs in acquiring such goods or services. Customer shall make all payments of any such taxes to RingCentral without reduction for any withholding taxes, which shall be Customer's sole responsibility. All taxes shall be paid by Customer to RingCentral unless Customer provides RingCentral with a valid certificate of exemption acceptable to the appropriate taxing authority.

6. Invoicing and Payment.

a. Customer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Customer on the date that Products are shipped. Invoices shall be issued by RingCentral to Customer upon delivery of the Products in accordance with Section 7.

b. Customer shall make payment to RingCentral in the currency indicated on the invoice.

c. All express deliveries may be subject to additional shipping charges regardless of invoice value.

d. If: (i) Customer fails to make any payment under any Contract when due; (ii) Customer is a body corporate and any resolution or petition to wind up Customer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; or (iii) Customer is an individual or a partnership, and any grounds arise for the application for a bankruptcy order made under applicable bankruptcy and/or insolvency laws (an "Act of Bankruptcy"), then, without prejudice to any other right or remedy available to RingCentral, the full price of all Products delivered to Customer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and RingCentral may take any or all of the following courses of action:

   i. by notice, suspend or terminate any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Section 8, enter Customer's premises to recover Products for which payment has not been made in full;

   ii. charge Customer interest, both pre- and post- judgment, on any unpaid amount past due, at the rate of 2.5% per month, or the maximum rate allowed by law, until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;

   iii. set-off any amounts due against any credit note, balance or other liability issued by RingCentral to Customer;

   iv. appropriate any payment made by Customer for such Products as RingCentral may deem fit (notwithstanding any purported appropriation by Customer); and/or

   v. alter Customer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Customer through the provision of a bank guarantee.

7. Delivery, Risk of Loss, and Title

Customer agrees that all deliveries of Products (including deliveries after repair or replacement) will be made as follows:

a. **Delivery**. Unless RingCentral provides Customer with express written confirmation of a different delivery term, all deliveries of Products will be made FCA (INCOTERMS 2010) at the delivery point specified by RingCentral. Notwithstanding the agreed delivery term, RingCentral may charge Customer for shipping and handling charges, which may be reflected as a separate line item on RingCentral's invoice.

b. **Title and Risk of Loss.** Title and Risk of Loss to all Products will pass to Customer when the Products are transferred to a carrier at RingCentral´s designated shipping location. Title to Software provided under this Agreement will remain solely with RingCentral and its licensors. Notwithstanding the foregoing, should Customer fail to pay RingCentral for Products within thirty (30) days of shipment, Title may, in RingCentral's sole discretion revert back to RingCentral upon written notice to Customer.

c. Any dates quoted for delivery of the Products are approximate only and RingCentral shall not be liable for any delay in delivery of the Products however caused. Any Products may be delivered by RingCentral in advance of the quoted delivery date upon giving reasonable notice to Customer.

d. If the destination of the Products is not in the same country as RingCentral's designated shipping location, RingCentral may arrange on behalf of the Customer, for its shipping vendor to deliver the Products in the destination country. The foregoing in the understanding that: i) the shipment of the Products to the destination country is permitted by RingCentral, its Supplier, OEMs, and applicable regulations; ii) the delivery term will remain FCA (Incoterm 2010) RingCentral's designated shipping point; iii) Customer remains responsible for all charges as described in Section 5(a); iv) RingCentral shipping agent accepts to manage the exportation and importation of the Products for the Customer; and, v) Customer will remain responsible for import and export regulations and compliance with applicable laws, including without limitation Section 15 Compliance with Laws of these terms.

e. Claims for non-delivery of Products must be made in writing to RingCentral within fifteen (15) working days from: (i) the date of invoice; or (ii) receipt of partial delivered of the Products, if any. Customer agrees to notify RingCentral promptly in the event Customer receives the invoice prior to receipt of the Products.

f. Customer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Customer agrees to accept allocations of

Product in the event of shortage by Supplier. Where the Products are delivered in installments, each delivery shall constitute a separate Contract. Failure by RingCentral to deliver any one or more of the installments in accordance with these Conditions or any claim by Customer in respect of any one or more instalments shall not entitle Customer to treat a Contract as repudiated or to cancel any other instalment.

g. If Customer fails to take delivery of the Products within 48 hours after the scheduled date of shipment, or fails to give RingCentral adequate delivery instructions in its Purchase Order, then, without prejudice to any other right or remedy available, RingCentral may: (i) store the Products until actual delivery and charge Customer for the reasonable costs thereof, including insurance costs; (ii) terminate the Contract forthwith and sell the Products; or iii) ship the Products by a freight forwarder to Customer´s business location business location indicated in the correspondent purchase order with Customer remaining responsible for all reasonable freight and insurance costs. Title and Risk of Loss will pass when the Products are transferred to the freight forwarder at RingCentral´s, or its Supplier's, designated shipping location.

h. Customer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.

i. Customer's right to possess any Products, for which payment has not made shall immediately cease: (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) when and if Customer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws; (iv) if Customer is unable to pay its debts within the meaning of applicable bankruptcy and insolvency laws; (v) if Customer, not being a company, has become bankrupt; or (vi) if Customer otherwise ceases to trade or threatens to cease to trade.

8. Publications & Specifications.

Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of RingCentral or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Customer and RingCentral. No employee or agent of RingCentral (or any entity acting on RingCentral's behalf) has any authority to make any representation regarding the Products. Customer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

9. Warranty

a. Customer understands that RingCentral is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Any software supplied to Customer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms. RingCentral will pass through to Customer all warranties that RingCentral is expressly authorized by the original Supplier to pass through to Customer.

b. RingCentral represents and warrants that title to all Products shall be free from all security interests, liens, and encumbrances at the time of delivery to Customer. The foregoing shall not be construed, and RingCentral does not provide, any warranty against infringement of a third-party intellectual property right. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

10. Warranty Assistance.

a. For all Returned Products (whether pursuant to a Warranty Claim or otherwise) RingCentral will, on the Customer's behalf, initiate an RMA request with Supplier. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange (an "**RMA**").

b. Customer shall immediately notify RingCentral if any Products supplied to Customer prove to be defective in quality or condition within the Supplier's warranty period (the "Claim"). Upon receipt of notification of such Claim, RingCentral shall notify Customer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through RingCentral. In the event the Claim must be handled directly between Customer and Supplier, RingCentral shall provide contact information to enable Customer to contact Supplier. In the event the Claim will be handled by RingCentral, then RingCentral shall provide Customer with a return material authorization ("RMA") for Customer to return the Products to RingCentral, and Customer shall return such Products to RingCentral in accordance with these Conditions and RingCentral's then current RMA policy (which shall be made available to Customer upon request).

c. No Products may be returned to RingCentral without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. RingCentral shall not be obligated to ship replacement Products to Customer until RingCentral is in receipt of the original Products being returned. Notwithstanding the foregoing, upon receipt of notification of any warranty claim within the first ninety (90) days after receipt of the Product by Customer, RingCentral shall process such warranty claim per Supplier procedures and ensure the shipment of a replacement Product to Customer. Replacement Product may be new or used. After the first ninety (90) days from receipt of the Product by Customer, and unless otherwise directed by RingCentral, the Customer must contact the Supplier directly for any warranty repair or replacement services.

d. During the first ninety (90) days after Customer's receipt of the Product, RingCentral is responsible for all shipping fees associated with a warranty claim (including, without limitation, both return of the defective Product and shipment of the replacement Product). Customer shall be responsible for any such shipping costs for warranty claims made after such initial ninety (90) day period.

e. Customer agrees that RingCentral's sole liability to Customer regarding any Product defect claims is limited to the administration of such claims with the Supplier, and as set forth herein. After the first ninety (90) days from Customer's receipt of Product, RingCentral's liability to Customer regarding any Product defect claims is limited to and is expressly contingent upon RingCentral's ability to obtain a refund, credit or replacement Products from the Supplier. RingCentral has no obligation to accept a return of Products where the Customer fails to comply with Supplier's policy on Product returns.

f. RingCentral shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier's Product documentation, modification or alteration not authorized by Supplier, or use in conjunction with a third party product. RingCentral reserves the right to determine whether any Products are defective.

11. Warranty Returns

a. Any Products returned pursuant to an RMA issued by RingCentral must be shipped to RingCentral within seven (7) working days of the date of such RMA. Following an RMA request, RingCentral shall issue an RMA number and issue a shipping label to Customer via electronic exchange.

b. Customer irrevocably authorizes RingCentral to carry out any necessary tasks related to the repair or replacement of Products on behalf of Customer under these Conditions.

c. Unless RingCentral collects Products using its own carrier, Customer agrees that RingCentral shall not be liable for any loss or damage to Products returned to RingCentral.

T. Limitation of Liability

a. RINGCENTRAL'S LIABILITY FOR ANY DIRECT LOSS OR DAMAGE OF TELEPHONE HARDWARE DURING SHIPPING HEREUNDER SHALL BE LIMITED TO AND SHALL UNDER NO CIRCUMSTANCES EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO THE CLAIM (EXCLUDING APPLICABLE TAXES). RINGCENTRAL SHALL HAVE NO LIABILITY UNDER THESE CONDITIONS OR ANY CONTRACT IF RINGCENTRAL HAS NOT RECEIVED PAYMENT OF THE TOTAL INVOICE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM.

b. EXCEPT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, RINGCENTRAL AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY FINANCIAL, CONSEQUENTIAL OR OTHER LOSS OR DAMAGE CAUSED TO CUSTOMER BY REASON OF ANY REPRESENTATION, WARRANTY (EITHER EXPRESS OR IMPLIED), CONDITION OR OTHER TERM, OR ANY DUTY AT COMMON LAW; OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, RECORDS OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, DAMAGE TO REPUTATION OR GOODWILL, OR ANY MATTER BEYOND ITS REASONABLE CONTROL) OR FOR ANY OTHER CLAIMS FOR COMPENSATION HOWEVER CAUSED (WHETHER CAUSED BY THE NEGLIGENCE OF RINGCENTRAL, ITS EMPLOYEES, AGENTS, SUPPLIERS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THESE CONDITIONS OR A CONTRACT HEREUNDER, EVEN IF RINGCENTRAL OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, LIABILITY OR DAMAGES.

c. Nothing contained herein shall be construed as excluding or limiting RingCentral's liability for death or personal injury caused by RingCentral's negligence, or willful misconduct.

13. Intellectual Property Rights

a. Customer acknowledges that the Products are the intellectual property of the Suppliers and, to the extent any logos, copyrights, trademarks, or similar intellectual property of RingCentral or its partners are affixed to Products, RingCentral or its partners, as applicable. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Customer. Customer further agrees not to translate, reverse compile or disassemble any software. Customer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.

b. Customer understands and agrees that RingCentral will not and has no duty to indemnify, defend or hold Customer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defense to Customer on a pass through basis. In addition, RingCentral will pass through to Customer all indemnities made available by Supplier that Supplier fhas expressly authorized RingCentral to pass through to Customer.

c. Nothing contained herein shall be construed as authorizing or granting to Customer any right or license to use any logo, trademark or trade name of RingCentral, or any Supplier, any license of which shall be subject to separate agreement including any then current policies of RingCentral, or its Suppliers, as appropriate.

14. Force Majeure

a. Neither party shall be liable to the other party or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.

b. In the event of a Force Majeure event: (i) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event provided the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event shall be extended by a period equal to the duration of said Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days, either party may, by written notice to the other, cancel a Contract insofar as Products remain undelivered under said Contract. Upon such cancellation, RingCental

shall have no obligation to deliver and Customer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

15. Compliance with Laws; Export

a. Customer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of: (i) the United States ("US") including its Export Administration Regulations; (ii) the European Union ("EU") and countries within the European Free Trade Area ("EFTA"); and (iii) any other government with jurisdiction (collectively the "Export Control Laws") and Customer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Customer acknowledges that the US government and/or the member states of the EU and EFTA, or another country's government, may require licensing or other authorization prior to export.

b. Customer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Customer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Customer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to prohibited companies or individuals, as defined by applicable Export Control Laws.

c. It is Customer's sole and exclusive responsibility to obtain any and all appropriate approvals from the applicable government entities, which may include the US government, the United Kingdom, and/or member states of the EU and EFTA or any other government with jurisdiction, prior to exporting such Products, or any technical data related thereto, from the country where the Products were delivered by RingCentral pursuant to Section 7 Customer will also be responsible to comply with the importation regulations applicable in the country of destination of the Products. RingCentral shall not be responsible for any costs, importation duties, liabilities or damages resulting from Customer's failure to obtain any such required authorization. Customer understands that the Export Control Laws and importation laws may change from time to time. It is Customer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.

d. Customer and RingCentral warrant they will not take any action or permit or authorize any action which will render the other party liable for a violation of any applicable anti-corruption and anti-bribery laws and: (a) will not violate or cause the other party to violate such laws in connection with the sale and distribution of the Products; and (b) will notify the other party in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.Customer shall comply with all applicable laws pertaining to hazardous substances, and electric or electronic waste, which may include, but is not limited to, EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise distributed by Customer, such obligation which shall include registering as a "producer" under applicable WEEE legislation.

16. Additional Terms of Sale

a. Notwithstanding anything to the contrary herein, RingCentral and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Customer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products.

b. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Customer subject to any such guidelines, restrictions or provisions, which will be provided to Customer upon request.

17. Choice of Law & Venue

a. These Conditions, and any Purchase Order placed under them shall be governed by the laws and be subject to the exclusive jurisdiction of the courts set forth below.

b. For Purchase Orders submitted to RingCentral UK Limited: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order or a Contract, will be governed by and intended to be construed under the laws of England and Wales. Any related action, lawsuit, or proceeding shall be brought in and adjudicated by the by the courts of England and Wales.

c. For Purchase Orders submitted to RingCentral Inc, or any other RingCentral's subsidiary or affiliate: These Conditions and any dispute, claim or controversy arising out of, or relating to these Conditions, including formation, interpretation, breach or termination of these Conditions, a Purchase Order, or a Contract, will be governed by California State laws, excluding Conflict of law principles. The parties agree that Supreme Court of the State of California, Los Angeles County, or the United States District Court for the Central District of California, shall have sole and exclusive jurisdiction and venue over any matter arising out of these Conditions and any orders placed under them, and each party hereby submits itself and its property to the venue and jurisdiction of such courts.

d. The UN Convention on Contracts for the International Sale of Goods does not apply.

e. Each party waives any right it may have to claim that the chosen jurisdiction under these Conditions is not a convenient forum and expressly waives any right to a jury trial regarding disputes related to these Conditions.

18. Miscellaneous.

a. **Assignment.** Customer may not transfer or assign these Conditions to a third party by operation of law or otherwise without the prior written consent of RingCentral. RingCentral may assign any Purchase Order or these Conditions, in whole or in part without the consent of the Customer. RingCentral shall endeavor to provide prompt notice of any assignment to the Customer. Any assignment in violation of this Section shall be void.

b. **Waiver.** Failure by either party to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.

c. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.

d. **Notices.** All notices shall be in writing and shall be sufficiently given if delivered by email to Customer's registered address in its RingCentral Admin Portal, personally or by a reputable overnight carrier with proof of delivery or mailed by registered mail to Customer at the address provided by Customer in Customer's RingCentral Admin Portal, and to RingCentral, Inc. at 20 Davis Drive, Belmont, CA 94002, Attention: Legal Department or to such other address or addressee as either party may, from time to time, specify by notice in accordance with this Clause. Notices shall be deemed given upon receipt by the addressee.

e. The Customer has requested these terms be drawn up in English. *Le client a exigé que les présentes Conditions Générales soient rédigées en anglais.*

19. Entire Agreement

These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Customer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Customer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract for the sale and purchase of Products as defined herein between RingCentral and the Customer or any of its subsidiaries shall be subject to these Conditions, unless Customer and RingCentral have signed a separate agreement regarding the subject matter herein, in which case the separate agreement will govern. Customer shall be deemed to have accepted these Conditions by the earlier of: (i) indicating acceptance to these Conditions through the Website, (ii) submitting a Purchase Order through the Website; or (iii) accepting Products from RingCentral.

EXHIBIT B

RingCentral Phone Lease Program and Rental Agreement

SOURCE: MSA_ 2.b.ii https://www.ringcentral.com/legal/lease-rental.html

Last Updated: September 2021

RingCentral's Hardware Rental Agreement ("Rental Agreement") is available to Customers whose RingCentral MVP Services have a minimum Initial Term of at least twenty-four (24) months. This Rental Agreement is incorporated into and made a part of the agreement you accepted and/or signed which governs your use of the RingCentral MVP Services (the "Master Services Agreement" or "MSA").

In the event of differing terms or a conflict between the terms of the MSA and the Rental Agreement, the terms of the Rental Agreement will prevail. Any capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

A. Rental Services

I. This Rental Agreement is for the rental of certain telecommunications hardware (including all accessories provided therewith, each, a "**Rental Device**") and repair/replacement of same by RingCentral (collectively, the "**Rental Services**"). Fees are charged on a recurring basis (the "**Rental Fee(s)**"). As a part of your recurring bill from RingCentral, you agree to pay the Rental Fees for all Rental Devices. The Rental Fees do not include taxes or fees, which vary by location of rental. Taxes are calculated on the full list price or RingCentral's cost, as required by the relevant taxing authority.

II. The Rental Fees for Rental Services will begin on the Start Date of the Initial Order Form for the RingCentral MVP Services subscription and shall continue for the Initial Term and renew in accordance with the Order Form (each a "**Renewal Term**"). Notwithstanding the above, at any time with thirty (30) days prior written notice either party may terminate this Rental Agreement.

III. Upon any termination of the Rental Agreement or Rental Services, you agree to return the Rental Device(s) (including all accessories and materials that were originally provided with the Rental Device(s)) consistent with RingCentral's written instructions and in accordance with Section C (i) below. If you do not return a Rental Device(s) within thirty (30) days following the termination, you will be automatically deemed to have purchased the Rental Device(s) pursuant to Section C (ii) below, no invoice need be issued, and the amount owed shall be due immediately.

IV. **Rental Devices Ownership; Damage and Loss**. RingCentral is and will remain the owner of each Rental Device unless title is conveyed to you in writing following RingCentral's confirmation to you of its receipt of your payment in full of the purchase price for the Rental Device. You will not (i) grant any third party any right to use, possess, or control any Rental Device, (ii) rent any Rental Device to any third party, (iii) attempt to dispose of any Rental Device, (iv) grant any interest or right in a Rental Device to any third party, or (iv) assign any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, and to the extent permitted by applicable law, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's ownership and interest in each Rental Device.

V. You have five (5) business days upon receipt of each Rental Device to notify RingCentral of any damage or functional issues with a Rental Device. If you don't provide such notice, each Rental Device is deemed to be in good working order at the time of receipt.

VI. In the event that any Rental Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you will immediately notify RingCentral in writing and pay RingCentral the purchase price as determined in Section C (ii), unless the event occurs in the first 12 months of the Initial Term, in which case the purchase price will be the full list price for the Rental Device.

B. Rental Device Usage

You will ensure that: (a) each Rental Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the Rental Device from time to time; (b) each Rental Device will not be defaced, modified, used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each Rental Device must remain within the country expressly permitted for its use by the Master Services Agreement, and may not be exported or re-exported to any other country; (d) any regulatory or certification markers affixed to a Rental Device may not be removed, defaced, or otherwise obstructed; and (e) each Rental Device will only be repaired subject to RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

C. Return/Purchases

i. Returns

I. All Rental Devices returned must be fully functional and must include the manuals. If the Rental Device is not fully functional, you will be obligated to pay RingCentral the purchase price pursuant to Section C (ii) below, unless the return occurs in the first 12 months of the Initial Term, in which case the purchase price will be the full list price for the Rental Device. RingCentral may charge you a minimum restocking fee of twenty-five dollars ($25.00) USD (if you are billed in another currency, please contact RingCentral customer service for the fee amount applicable).

II. You agree to pay all packaging, shipping and handling charges related to any Rental Device and related hardware returns, regardless of the reason for the return.

III. Before returning any Rental Device or hardware that has data in its memory, you are solely responsible to transfer all files you wish to retain. Once the Rental Device and related hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

ii. Purchases

You may purchase a Rental Device(s) at any time following 12 months from the date you received the Rental Device(s) provided you are current on your payment of Rental Fees, as follows:
after

(1) 12 months - purchase price is 70% of list price;

(2) 24 months - purchase price is 60% of list price;

(3) 36 months - purchase price is 50% of list price;

(4) 48 months - purchase price is 40% of list price; and

(5) 60 months - purchase price is 30% of list price.

D. Warranty Disclaimer

RINGCENTRAL MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

To the extent permitted by Law, RingCentral shall pass through to Customer all warranties RingCentral receives in connection with the Rental Device provided by the manufacturer.

E. General Terms

You authorize us to collect any Rental Fees owed by you pursuant to the payment method as outlined in the MSA. This Rental Agreement is the binding obligation between the Parties, enforceable against them in accordance with its terms and the terms of the MSA.
RingCentral may, in its discretion, update or change the on-line version of the terms and conditions of the Rental Agreement, and the version of Rental Agreement applicable to each Rental Device is the version of this Rental Agreement then in effect on the Start Date of the Rental Service for that Rental Device.

EXHIBIT C

Device as a Service Rental Agreement

SOURCE: MSA_ 2.b.iii https://www.ringcentral.com/legal/daas-agreement.html

Last updated December 14, 2022

RingCentral's Device as a Service Rental Agreement ("DaaS Agreement") is available to customers whose RingCentral Services have a minimum Initial Term of at least twenty-four (24) months. This DaaS Agreement is incorporated into and made a part of the agreement you accepted and/or signed which governs your use of the RingCentral Services (the "Master Services Agreement" or "MSA").

In the event of differing terms or a conflict between the terms of the MSA and the DaaS Agreement, the terms of the DaaS Agreement will prevail. Any capitalized terms not defined herein will have the meaning ascribed to them in the MSA.

A. DaaS Services

I. This DaaS Agreement is for the rental of hardware, selected by You from RingCentral's DaaS hardware list (including all accessories provided therewith, each, a "**DaaS Device**") and repair/replacement of same by third party partners (collectively, the "**DaaS Services**"). Fees are charged on a recurring monthly basis (the "**DaaS Fee(s)**"). As a part of your recurring bill from RingCentral, you agree to pay the DaaS Fees for all DaaS Devices. The DaaS Fees do not include taxes or fees, which vary by location of rental.

II. DaaS Fees for each DaaS Device will begin on the Start Date of the Initial Order Form for the RingCentral Services subscription and shall continue for a non-cancelable initial period of twenty-four (24) months ("Initial Term"), after which this Agreement will renew on a month-to-month basis unless terminated, or the parties agree to a Renewal Term (all such Renewal Terms shall be non-cancelable during the term).

III. Either Party may, with thirty (30) days' written notice to the other, terminate any DaaS Service, provided however, that no termination will be effective for any DaaS Device in an Initial Term or Renewal Term. Notwithstanding the foregoing, RingCentral may terminate any DaaS Service or this Agreement immediately if it determines Your use of the DaaS Devices violate the terms of this Agreement. Upon any termination of the DaaS Agreement or DaaS Services, you agree to return the DaaS Device(s) (including all accessories and materials that were originally provided with the DaaS Device(s)) consistent with RingCentral's written instructions and in accordance with Section C (i) below. If you do not return a DaaS Device(s) within fourteen (14) days following the termination, you will continue to be charged DaaS Fees until the DaaS Device is returned, in addition to any other remedies as described in Section A(VI). In the event a DaaS Device or this Agreement is terminated by RingCentral due to Your Violation of this Agreement, all sums due under this Agreement become immediately due and payable and you must return any DaaS Device.

IV. DaaS Devices Ownership; Damage and Loss. At no time during the Term will title for any DaaS Device transfer to You. You will not (i) grant any third party any right to use, possess, or control any DaaS Device, (ii) rent any DaaS Device to any third party, (iii) attempt to dispose of any DaaS Device, (iv) grant any interest or right in a DaaS Device to any third party, or (iv) assign any claims, offsets, or defenses you may have against RingCentral. Upon RingCentral's request, and to the extent permitted by applicable law, you will execute and deliver to RingCentral any documents or forms for protecting RingCentral's hardware partners' ownership and interest in each DaaS Device.

V. You have five (5) business days upon receipt of each DaaS Device to notify RingCentral of any damage or functional issues with a DaaS Device. If you don't provide such notice, each DaaS Device is deemed to be in good working order at the time of receipt.

VI. In the event that any DaaS Device delivered to you is stolen, lost, damaged, or transferred to any third party, regardless of the circumstances or cause, you may elect to either (i) continue to pay the DaaS Fees for the remainder of the Initial or then current Renewal Term, plus the applicable MCV at the expiration of the term, or (ii) pay all due DaaS Fees, plus the applicable MCV immediately.

B. DaaS Device Usage

You will ensure that: (a) each DaaS Device will only be used in a careful and proper manner and in accordance with the written instructions provided with it by RingCentral, as may be updated by RingCentral or the manufacturer of the DaaS Device from time to time; (b) each DaaS Device will not be defaced, modified, used or operated in any manner or for any purpose in violation of any federal, state, or local law or regulation; (c) each DaaS Device must remain within the country expressly permitted for its use by the Master Services Agreement, and may not be exported or re-exported to any other country; (d) any regulatory or certification markers affixed to a DaaS Device may not be removed, defaced, or otherwise obstructed; and (e) each DaaS Device will only be repaired subject to RingCentral's express written authorization and in accordance with RingCentral's instructions and requirements.

C. Return/Losses

i. Returns

I. All DaaS Devices must be returned within fourteen (14) days of the expiration of the Initial or Renewal Term, or in the case of upgrade no later than fourteen (14) days following shipment of the replacement device. If you do not return a DaaS Device(s) within fourteen (14) days following the termination, you will continue to be charged DaaS Fees until the DaaS Device is returned, in addition to any

other remedies as described in Section A(VI). All returned DaaS Devices must be fully functional in good working condition and appearance except for reasonable wear and tear, and include all manufacturer manuals and certificates. If the DaaS Device is not fully functional, you will be obligated to pay RingCentral the Minimum Casualty Value pursuant to Section C(ii) below. RingCentral may charge you a minimum restocking fee of thirty five dollars ($35.00) USD (if you are billed in another currency, please contact RingCentral customer service for the fee amount applicable).

II. You agree to pay all packaging, shipping and handling charges related to any DaaS Device and related hardware returns, regardless of the reason for the return.

III. Before returning any DaaS Device or hardware that has data in its memory, you are solely responsible to transfer all files you wish to retain. Once the DaaS Device and related hardware is returned, your files cannot be recovered and you release us of any liability for any lost, damaged, or destroyed files, data, or other information.

ii. Losses

In the event of loss, theft, destruction or other disposal of any DaaS Device, RingCentral will invoice You the appropriate Minimum Casualty Value per DaaS Device, along with any remaining monthly DaaS Fees due. Minimum Casualty Value of a DaaS device will be determined according to the chart in Annex A and may be subject to taxes.

D. Device Upgrade

After eighteen (18) months You may upgrade any DaaS Device by requesting an upgrade number from RingCentral. **By requesting an upgrade you agree to enter into a new Initial Term of twenty-four (24) months for the DaaS Device.** RingCentral's hardware partner will provide a shipping label for DaaS Devices to be returned. In the event replaced DaaS Devices are lost, destroyed, stolen or unreturned, or if the DaaS Devices are returned in disrepair, you may elect to either (i) continue to pay the monthly DaaS Fees, plus applicable MCV, taxes and fees, at the expiration of the Initial or then current Renewal Term, or (ii) immediately pay the due DaaS Fees and applicable MCV, plus taxes and fees.

E. Warranty Disclaimer

EACH DAAS DEVICE AND ANY HARDWARE RENTED OR PURCHASED IN CONNECTION WITH THIS DAAS AGREEMENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND RINGCENTRAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER CANADIAN LAW OR ANY PROVINCE THEREOF. RINGCENTRAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY DAAS DEVICE WILL BE DELIVERED TO YOU BY A PARTICULAR DATE OR IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS (INCLUDING PATENT AND TRADE SECRET RIGHTS). THE ENTIRE RISK ASSOCIATED WITH THE USE OF ANY DAAS DEVICE SHALL BE BORNE SOLELY BY YOU.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

RingCentral hereby grants, transfers and assigns to You during the term of this DaaS Agreement all of its right, title and interest in any express or implied warranties, indemnities or service agreements of the vendor which are assignable by RingCentral. RingCentral shall permit You, as Your sole remedy, to enforce any such representation, warranty, indemnity or service agreement against the vendor in the name of RingCentral, and not against RingCentral or any RingCentral successor in interest.

F. General Terms

You authorize us to collect any DaaS Fees owed by you pursuant to the payment method as outlined in the MSA. This DaaS Agreement is the binding obligation between the Parties, enforceable against them in accordance with its terms and the terms of the MSA.

RingCentral may, in its discretion, update or change the on-line version of the terms and conditions of the DaaS Agreement, and the version of DaaS Agreement applicable to each DaaS Device is the version of this DaaS Agreement then in effect on the Start Date of the DaaS Service for that DaaS Device.

MINIMUM CASUALTY VALUE
FOR ALL DAAS DEVICE RENTALS under the
RINGCENTRAL DEVICE AS A SERVICE AGREEMENT

Pursuant to Section C(ii) of the RingCentral Device as a Service Agreement, the Minimum Casualty Value payable with respect to any DaaS Device that appears on an Order Form will be the percent of the device list price, as described below.
Payment of the Minimum Casualty Value will be in addition to the then due DaaS Fees for each DaaS Device.

After:
Fewer than 12 months - 100% of the list price
12 months - 80% of the list price
24 months - 70% of the list price
36 months - 50% of the list price
48 months - 40% of the list price

EXHIBIT D
RINGCENTRAL'S TECHNICAL SUFFICIENCY CRITERIA
SOURCE: MSA_ 5.A https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html

Last Updated: March 15, 2018

Use of RingCentral products and services (collectively, **"Services"**) is dependent on meeting these Technical Sufficiency Criteria. These Technical Sufficiency Criteria are incorporated into and made a part of the applicable Service Agreement.

The Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection. Use of the Services with any network, services, or connection not compatible with the Services may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection. Likewise, 2G, 3G, or LTE networks are not recommended for use with the Services. Customer will provide and maintain, at its own cost, an IP network, services, and connection meeting the foregoing standard and all equipment necessary for the Services to connect to and use such network, services, and connection.

To minimize unauthorized use, Customer should (a) disable international calling for all Digital Lines, extensions or Accounts for which such calling activity is not needed or not authorized; (b) restrict international calling destinations to those that are needed and authorized; (c) block inbound calls from any caller and area codes from which Customer does not wish to receive calls and block inbound calls with no caller identification if appropriate; (d) disable attachment of facsimile image and voicemail audio files to message notification emails associated with Customer's Account(s) and/or individual Digital Lines or extensions for which such functionality is not required and to the extent that such files may include sensitive or confidential content.

EXHIBIT E
RINGCENTRAL ACCEPTABLE USE POLICY
SOURCE: MSA_ 5.B.i https://www.ringcentral.com/legal/acceptable-use-policy.html

Last updated: January 24, 2022

Any and all use of RingCentral Services is subject to and conditioned upon compliance with the following Acceptable Use Policy ("AUP"). If you have an Agreement with RingCentral, this AUP is incorporated into and made a part of your Agreement with RingCentral.

This Acceptable Use Policy applies to all RingCentral Services. Please carefully review the following to determine if the Services you have purchased are subject to additional, service-specific prohibitions.

A. The Services (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Illegal activity.** Violate any applicable law or regulation applicable to the use of the Services.
- **Resale Prohibited.** Engage in resale activities. Customer may not sell, resell, sublicense, assign, license, or sublicense the Service or any component thereof or use or offer the same on a service-bureau or time-sharing basis.
- **NO HIGH RISK USE. Engage in high risk use of the Services. The Services may not be available in the event of a loss of power or internet connectivity, or network congestion. The Services are not designed, intended, or recommended for use in any situation where, in the normal course of use, service disruption could result in personal injury or death ("high-risk use"). High-risk use is prohibited except to the extent you have fail-safe alternatives in place at all times.**
- **Infringing activity.** Infringe, misappropriate, or otherwise violate RingCentral's or anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise; or display or use RingCentral's marks without consent or in violation of RingCentral policies.
- **Minors.** Exploit or harm minors (e.g., expose them to inappropriate content; ask for personally identifiable information without parental consent).
- **Malicious activity.** Transmit any material that contains viruses, time or logic bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- **Objectionable activity.** Act in an indecent, offensive, threatening, harassing, defamatory, libelous, fraudulent, malicious, disruptive, tortious, or other objectionable manner, including making calls or sending messages that contain phishing or spam content, or otherwise violates RingCentral's SMS/MMS Content Guidelines.
- **Misrepresenting origin and/or identity.** Mislead recipients as to Customer's identity. Create a false caller ID (e.g., ID spoofing), forge addresses or headers, or fraudulently undertake other technical measures to misrepresent the origin or identity of the sender.
- **Harvest information; spam; bulk messages.** Without consent: harvest or collect information about third parties or End Users, or send bulk communications.
- **Excessive or unauthorized use.** Use any device, system, network, account, plan, or the Services in an unauthorized manner or in excess of reasonable business use (e.g. interfere, inhibit, compromise, or otherwise harm the Services or the RingCentral Network (regardless of intent or knowledge)).
- **Circumvent compliance or security.** Take advantage of, bypass, exploit, defeat, disable, or otherwise circumvent limitations of the Services, security mechanisms, or compliance with this AUP or any law.
- **Interception.** Intercept, capture, sniff, monitor, modify, emulate, decrypt, or redirect any communication or data for any purpose.

B. RingCentral MVP Services are intended for regular business use between individuals and not for high-volume commercial messaging or call center calling. In addition to the prohibitions described in (A) above, RingCentral MVP Services, (including any device, system, network, or account used in connection with the Services, or the RingCentral Network) may not be used to:

- **Auto-dialing; trunking; automated use**
  - Perform auto-dialing or "predictive dialing";
  - trunk or forward your RingCentral phone or fax number to other numbers that handle multiple simultaneous calls or to a private branch exchange (PBX) or a key system; or
  - use the Services in any way that is inconsistent with typical human operation, including automate use of the RingCentral MVP Services (e.g. use of desktop automation software or similar tools), violate the SMS/MMS Content Policy, or send voice calls or text messages indicative of phishing or spam.

The list above is not exhaustive or exclusive. For purposes of this AUP, "End User" means an individual user of the Services, and may be a natural person, and may include but is not limited to a Customer's employees, consultants, clients, external users, invitees, contractors and agents. Except as otherwise provided, terms defined in the Agreement have the same meanings when used in this AUP.

RingCentral may act immediately and without notice to suspend or terminate the Services if, in RingCentral's sole discretion, Customer's or its End Users' use of the Services violates the terms of this Acceptable Use Policy.
Customer may cancel any services purchased under this Agreement with written notice to RingCentral within thirty (30) days of the date in which the purchase becomes effective. Except as otherwise provided in the Agreement between the Parties, in the event of a timely cancelation, Customer shall not owe any fees or charges for the services being canceled in respect of any period subsequent to the date of such written notice (except those arising from continued Usage), and shall be entitled to a pro-rata refund of any prepaid and unused fees for the services subject to the cancelation. All purchases are final after 30 days.

EXHIBIT F
RINGCENTRAL EMERGENCY SERVICES POLICY

SOURCE: MSA_ 5.B.ii https://www.ringcentral.com/legal/last-update-may-31-2022/emergency-services.html

i. Operation and Limitations of Emergency Service

Date of Last Revision: May 31, 2022

This policy forms part of, and is governed by the Customer Agreement and/or the RingCentral Terms of Service, as applicable. Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Customer Agreement and/or the Terms of Service.

No one wants to need emergency services, but if an emergency arises, we want to help emergency responders find you. Emergency calling from your IP-telephony desk phone ("desk phone") and softphone applications ("apps") is different from emergency calling from traditional telephones. This policy describes how our emergency calling works and your responsibilities as a user.

If you are uncomfortable with any of the service limitations or your responsibilities described below, you should maintain an alternate means of calling emergency services.

If you are the Account Administrator, you must ensure that your users are aware of and understand this information.

Please note that emergency calling is not available from any endpoint that does not permit direct local dialing to other phone numbers within your country. **Users of virtual extensions and lines without a direct call back number must have an alternative means to reach emergency services.**

A. How Emergency Calling Works

i. 1. You Identify the Location Where You Are Primarily Using Our Services

Immediately upon activation of your direct dial line (whether used with a desk phone, app, or both), you or your Account Administrator must accurately register the address of the physical location where you will use your line. You can do this from within the app, or your Account Administrator can use the Administrative Portal.

We rely on this address to route your call to the closest emergency responders.

If you move your desk phone or app to a different location, you are required to update your address immediately via Service Web, directly on your app (where available), or by calling support. You must update your physical address immediately to ensure that your emergency call is routed appropriately.

Emergency service response times may be delayed if you do not provide an accurate and current physical address. Your call cannot be routed to the closest emergency response center if we do not know your current location. Most emergency response centers cannot transfer your call to a center in a different region.
Address changes occur in real time for U.S. and Canadian users. Address changes usually take effect within 24 hours for non-U.S. and Canadian users. Please note that it may take up to ten (10) days for addresses to be updated in certain countries.

ii. 2. When You Call Emergency Services from Your Desk Phone or Computer-Based App

When you call emergency services from your desk phone or computer-based app, we route the call to local emergency responders. We provide the emergency response center with the location you provided and a number to call you back if the call is dropped. The emergency operator will not know your correct location if you did not update your address as required.

We cannot guarantee and do not control whether emergency response centers can see your location and call-back number. Due to service limitations at some emergency response centers, emergency operators may not have access to this information. **Be prepared to provide the emergency operator with your telephone number and current location.** If you are unable to speak, the emergency operator may not be able to send help and/or call you back should the call be disconnected.
In certain instances, your call cannot be routed directly to the local emergency response centers. Instead, it is sent to a national emergency contact center. Operators at these centers will ask for your current location so they may route your call to the correct local emergency response center.

Do not disconnect the call until told to do so by the operator. If the call is dropped, you should call back.

iii. 3. When You Call Emergency Services from Your Smartphone App

When you call emergency services from your smartphone app, we send the call to the smartphone's native dialer. The smartphone app is not a replacement for wireless cellular service. You should call or text (where available) emergency services on your smartphone's native dialer. If you dial or text the emergency services number while using the smartphone app, the app will close, the native dialer or SMS function will be launched, and the call or text will be handled by your wireless cellular service provider.

Android users who access the smartphone app from a "profile" on their device, must grant that "profile" access to the Android's native dialer.

The smartphone app cannot place emergency calls over Wi-Fi access. Emergency dialing is not available on tablets or other mobile devices that do not have a native phone dialer and a wireless service plan.

iv. 4. Service Limitations

Certain events beyond our control may prevent you from reaching emergency services. These include

1. (i) If you have an Internet or power outage.
2. (ii) If your broadband, ISP, or IP telephony services are suspended or terminated.
3. (iii) If you are located in a country other than the one in which your digital line is provided. For example, if you have a US line and travel to the UK, you will not be able to reach the UK emergency services number.
4. (iv) If you are located in a country where RingCentral is not permitted or otherwise able to complete emergency calls.
5. (v) If there is network congestion that may delay or prevent completion of any call to emergency services.

B. Notification of Service Limitations

You are required by law to notify all persons who may place calls using our services or may be present at the physical location where our services may be used, of the limitations of reaching emergency services from your desk phone or app. You must affix any warning sticker provided in a readily visible place on each piece of equipment that might be used to access or use our services.

C. Disclaimer of Liability

Your use, and use by your employees, guests and other third parties, of our emergency calling services are subject to the limitations described herein. The availability of certain features, such as transmission of your location or a call back number, depends on whether local emergency response centers support those features and other factors outside of our control. We rely on qualified third parties to assist us in routing emergency service calls and text messages. We do not have control over local emergency response centers, emergency calling centers, emergency responders, or other third parties.

We disclaim all responsibility for the conduct of emergency response centers and all third parties involved in the provision of emergency response services. To the extent permitted by applicable law, you hereby release, discharge, and hold us harmless from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or emergency call.

You agree to indemnify and hold us and any of our third-party provider(s) harmless from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) you or your users' provision of incorrect information, including incorrect addresses, or failure to update your or users' locations (ii) your failure to properly notify any person who may place calls using the emergency calling services of the emergency calling limitations; (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any user to be able to dial emergency services or to access emergency service personnel for any reason.

EXHIBIT G
RINGCENTRAL NUMBERING POLICY

SOURCE: MSA_ 5.B.iii https://www.ringcentral.com/legal/policies/numbering-policy.html

Last Updated: October 15, 2019

Use of voice and/or facsimile services provided by RingCentral is subject to this Numbering Policy. This Numbering Policy incorporated into and made a part of the Agreement.

Customer may obtain new numbers from RingCentral for use with the Services, or may port existing numbers, subject to the terms below.

I. Number Availability

RingCentral makes available phone numbers for use with voice and facsimile services, which Customer may select for assignment to the Customer's Account. RingCentral's listing of a number as available may be erroneous and does not constitute a representation or guarantee that such number is actually available for such assignment. In the event a chosen number is not actually available, RingCentral may remove such number from an Account.

II. Number Porting

A. Number Port-In Request Procedures.

Customer must keep the its existing service active in order to port a phone number to RingCentral.

In order to request the porting of a telephone or facsimile number into an Account, the Account Administrator for the Account into which you wish the telephone or facsimile number to be ported must log in to the Admin Portal for such Account and complete all steps and provide all information requested as part of the number port-in request process (which may include without limitation providing an executed Letter of Agency) or as otherwise requested by RingCentral.

In order to port more than 100 phone numbers from the same third party service provider account into the RingCentral Account, you must contact RingCentral's Project Porting Department at project.porting@ringcentral.com and comply with their instructions. Porting requests are processed between the hours of 8 am – 5pm PST, Monday-Friday. After-Hours porting requests will be processed the following day, in accordance with industry practice.

B. The Number Porting Process.

In order to request the porting out to another services provider of a telephone or facsimile number currently assigned to an Account, you must follow the instructions specified by that services provider and must provide all information and cooperation requested by the relevant other services providers, RingCentral, or any other relevant third party. The porting of phone numbers into or out of an Account requires Customer's provision of specific and detailed information to RingCentral and/or other service providers, and procedures imposed by other service providers or RingCentral in order to comply with law and industry standards. Therefore, the completion of any number port request may depend on factors outside of RingCentral's control, including delays caused by Customer and/or other service providers.

C. Unauthorized Port Outs

RingCentral is required by law to comply with any valid porting request. Phone numbers may be ported out from an Account due to acts or omissions of third parties, and it may be difficult or impossible for RingCentral to: (i) prevent such port-outs: (ii) retrieve numbers ported out of an Account; or (iii) port such numbers back into an Account. RingCentral has no responsibility or liability due to such port-outs.

D. Accurate Porting Information

Customer represents and warrants that all information provided in connection with any request to port in or port out numbers to or from the RingCentral Services (including without limitation any information or representations in any Letter of Agency) by Customer or any party acting on its behalf or direction will be true, accurate, and up-to-date.

E. Customer Compliance with Porting Laws

The porting of numbers is subject to telecommunications and other Laws and may be subject to third-party terms and conditions. Customer, and/or any party acting on Customer's behalf, shall not: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate "slamming" or the porting out of any telephone or facsimile number or change or attempt to change any party's telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

F. Release of Numbers

In the event of Account termination or cancellation, all telephone numbers associated with the Account which have not previously been ported to another provider may be released. The cancellation of individual Digital Lines may result in the release of the associated numbers if those numbers have not previously been ported to another provider. Customer is solely responsible for working with its new third-party provider to port out any numbers prior to termination or cancellation of Customer's Account or Services, or any individual line.

III. Number Publication by Customer

All new number assignments are provisional until verified by RingCentral and confirmed by Customer. Customer shall not publicize, list, or communicate any number that assigned to the Account, or purchase or invest in any materials or media reflecting any such number unless and until Customer has confirmed that such number(s) is(are) active and functioning as desired. Acceptable methods of confirmation include test calling such number(s) from a non-RingCentral service plan and verifying that the fees and charges that will be incurred in connection with use of such number(s) are acceptable to Customer.

EXHIBIT H

RINGCENTRAL DATA PROCESSING ADDENDUM

SOURCE: MSA_ 9.A https://www.ringcentral.com/legal/dpa.html

Last Updated: October 12, 2023

This Data Processing Addendum ("**DPA**") is made by and between RingCentral and Customer (each a "**Party**", together the "**Parties**"), and is supplemental to the agreement executed between the Parties to which it is attached ("**Agreement**") for the provision of the Services (as defined below) to Customer.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

4. Definitions

4.1 For the purposes of this DPA:

(a) "**Affiliate**" means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.

(b) "**Agreement**" means the main written or electronic agreement between Customer and RingCentral for the provision of the RingCentral Services.

(c) "**Applicable Data Protection Laws**" means all data protection and privacy laws applicable to RingCentral in the processing of Personal Data under this DPA.

(d) "**Controller**" shall have the same meaning under Applicable Data Protection Law.

(e) "**Customer Personal Data**" means any Personal Data that RingCentral processes as a processor under the Agreement.

(f) "**Personal Data**" means any information relating to an identified or identifiable natural person, as defined by Applicable Data Protection Law.

(g) "**Processor**" shall have the same meaning under Applicable Data Protection Law.

(h) "**Security Incident**" means a breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data that compromises the privacy, security, or confidentiality of such Personal Data.

(i) "**Services**" means the RingCentral services described in Annex 1.

5. Scope of DPA

5.1 This DPA will apply to the extent that RingCentral processes Customer Personal Data on behalf of a Customer as a Processor, where such processing is further detailed in Annex 1. Any processing of Personal Data as a Controller by RingCentral is out of scope of this DPA.

6. Roles and Responsibilities

6.1 Parties' Roles. As between the Parties and for the purposes of this DPA, Customer shall be the Controller of the Customer Personal Data processed by RingCentral under the Agreement as a Processor. RingCentral will comply with the obligations of a Controller to the extent it processes Personal Data as a Controller for RingCentral's legitimate business purposes, including as necessary for the operation of the Services, and as necessary to comply with applicable law.

6.2 Obligations of the Customer. Customer undertakes to:

(a) Ensure that it may lawfully disclose the Customer Personal Data to RingCentral for the purposes set out in the Agreement.

(b) Comply with applicable data protection laws in its use of the Services, and its own collection and processing of Personal Data including Customer Personal Data. Customer acknowledges and confirms that Customer has informed its employees (current and future) and its works council as applicable, that as part of the Services Customer has access to the traffic data; and

(c) Process special categories of Personal Data or sensitive data (as defined by Applicable Data Protection Laws), or Personal Data concerning children or minors, or related to criminal convictions and offenses, lawfully and relying on a valid legal basis in accordance with Applicable Data Protection Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such data.

6.3 Purpose Limitation

(a) Except where otherwise required by applicable law, RingCentral shall process the Customer Personal Data (i) in accordance with Customer's documented instructions (which instructions are set out in the Agreement, this DPA and Customer's configuration and use of the Services, in accordance with the applicable terms of use), (ii) for the purposes of providing, monitoring, supporting, improving, and maintaining the Services.

(b) RingCentral shall not engage in the sale of any Personal Data.

6.4 Confidentiality of Processing. RingCentral shall ensure that any person that it authorizes to process the Customer Personal Data shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

6.5 Security. RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Data. RingCentral's security measures are set out in the RingCentral Security Addendum at https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf. RingCentral will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Customer Personal Data with administrative, technical and physical measures conforming to generally recognized industry standards and practices.

6.6 Security Incidents. Upon becoming aware of a Security Incident, RingCentral shall notify Customer without undue delay at the contact information that Customer has provided in the Administrative Portal and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfill any data breach reporting obligations under Applicable Data Protection Laws.

6.7 Provision of Security Reports. RingCentral will select an independent, qualified third-party auditor to conduct, at RingCentral's expense, at least annual audits of the security of the Services and environments, in accordance with internationally recognized standards such as ISO27001, the SOC 2, Type II standards or its equivalent. Upon Customer request and under Non-Disclosure Agreement, RingCentral will provide a copy of the most recent audit reports (or similar security attestation) to document compliance with the foregoing requirement, where such certification is available. Such audit report is RingCentral's Confidential Information and Customer will not distribute to any third party without RingCentral's written approval.

6.8 Deletion or Return of Data. Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Data (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Data to the customer, save to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Data.

7. GDPR Obligations

7.1 Applicability. This Section 4 shall apply to the processing of Customer Personal Data that is subject to the protection of the GDPR.

7.2 Sub-processors. Customer agrees that RingCentral and its Affiliates may engage RingCentral Affiliates and third- party subprocessors (collectively, "**Subprocessors**") to process the Personal Data on RingCentral's behalf. Depending on the scope and the nature of the subprocessing, RingCentral shall impose data protection terms on such Subprocessors that protect Customer Personal Data to an equivalent standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Subprocessor. The Subprocessors engaged by RingCentral in respect of each of the Services at the time of the Agreement are noted on the RingCentral Subprocessor list available at https://www.ringcentral.com/legal/dpa-subprocessor-list.html, or are otherwise specified in the Agreement.

7.3 Subprocessor Notification. RingCentral may, by giving reasonable notice to the Customer, add or replace the Subprocessors. If the Customer objects to the appointment of an additional Subprocessor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Customer Personal Data, then the Parties will discuss such concerns with a view to achieving resolution. If such resolution cannot be reached, then RingCentral will either not appoint the Subprocessor or, if this is not possible, Customer will be entitled to suspend or terminate the affected RingCentral Service without penalty with a thirty (30) day written notice to RingCentral. Notwithstanding the foregoing, in the event of an unforeseeable force majeure (such as a RingCentral Subprocessor failure) that can provoke a degradation or interruption of the Service, RingCentral reserves the right to immediately change the failing Subprocessor in order to maintain or restore the standard conditions of the Service. In this situation, the notification of Subprocessor change may be exceptionally sent after the change.

7.4 Cooperation and Data Subjects' Rights. It is the Customer's responsibility to respond to any data subject request. Some of the RingCentral Services may provide direct technical means to enable Customer to fulfil its duties to respond to requests from data subjects under Applicable Data Protection Laws. If Customer is unable to address the data subject's request through such technical means, or where such functionality is not available, RingCentral shall, taking into account the nature of the processing, provide reasonable assistance to Customer, to enable Customer to respond to such data subject requests. In the event that such request is made directly to RingCentral, RingCentral shall promptly direct the data subject to contact the Customer.

7.5 Data Protection Impact Assessments. RingCentral shall, to the extent required by the GDPR, and upon Customer's request and at Customer's expense, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under GDPR in relation to the scope of the Services.

7.6 International Transfers. RingCentral may transfer and process Customer Personal Data outside the European Economic Area ("EEA"), Switzerland, or the United Kingdom, in accordance with the applicable Subprocessor list, to locations where RingCentral, its Affiliates or its Sub-processors maintain data processing operations.

(a) *Data Privacy Framework.* RingCentral complies with and has certified to the U.S. Department of Commerce its adherence to the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF). RingCentral's Notice of Certification applies to the Services.

(b) *Standard Contractual Clauses.* To the extent that RingCentral processes (or causes to be processed) any Customer Personal Data originating from the EEA, Switzerland, or the United Kingdom in a country that has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data, RingCentral will put in place such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Laws, which include the execution of the applicable EU Commission's Standard Contractual Clauses, and the UK International Data Transfer Addendum to the EU Standard Contractual Clauses, or the putting in place of any other valid transfer mechanism.

7.7 Audits.

(a) Both Parties acknowledge that it is the Parties' intention ordinarily to rely on the provision of the security reports at Section 3.7 above to verify RingCentral's compliance with this DPA.

(b) Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer ("**Security Review**").

(c) After Customer's review of RingCentral's audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by the GDPR, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to Applicable Data Protection Laws and this DPA, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral or in response to a Security Incident.

(d) In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral's provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral's compliance with this DPA or with applicable law.

(e) The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral's competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral's audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral's reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require Customer to appoint another auditor or conduct the audit itself.

(f) RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other Parties, to minimize disruption to RingCentral's business, to limit the scope to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.

(g) The audit performance will occur during regular business hours for the RingCentral personnel involved and the Parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.

(h) All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral.

7.8 Data Disclosure Requests. If RingCentral receives a request from a law enforcement or other government authority to disclose Personal Data that RingCentral is processing on the Customer's behalf, RingCentral will notify and provide the Customer with the details of the data disclosure request prior to disclosing any Personal Data, unless legally prohibited or where an imminent risk of serious harm exists that prohibits prior notification.

8. Miscellaneous

8.1 Unless the above explicitly states otherwise the terms and conditions of the Agreement shall apply to the DPA. In case of any conflict between the terms of the Agreement and the terms of this DPA, the terms of this DPA prevails with regard to data processing activities.

8.2 The governing law and forum that apply to the Agreement also apply to this DPA.

8.3 Contact information for privacy inquiries: privacy@RingCentral.com.

8.4 The Annexes attached to the DPA are :

- Annex 1 - Description of the Processing
- *(If applicable)* Annex 2 - RingCentral Customer United States Privacy Addendum

Annex 1

DESCRIPTION OF THE PROCESSING

RingCentral is a provider of

1. Cloud-based communications and collaboration services for high-definition voice, video, SMS, chat messaging and collaboration, conferencing, online meetings, and fax.
2. Customer contact center services and an omni-channel customer communication management platform that unifies all customer-facing communication channels, including voice, email, SMS, website, mobile app, chat and social media communications, onto a single platform, enabling community responses to customer service inquiries.
3. Virtual events and presentation services.
4. Professional services.

All the above as specified in the Agreement, collectively (the "**Services**"). Services may include dashboards providing various metrics and insights on customers' communications, some of which are based on a conversation intelligence platform involving artificial intelligence.

The data processing impacts the following categories of data subjects:

- Customer's employees and authorized users who use the Services in connection with the business of the Customer.
- Any other individuals who are involved in or referred to in the content of communications or collaborations taking place through the Customer's use of the Services.

The categories of Customer Personal Data processed include:

- Identification information for Customer's administrator, contact information, such as address, telephone number (fixed and mobile), e-mail address, and fax number, employment information, such as job title and business role.
- Identification information for anyone, including Customers' employees, who use the Services at the request of and in connection with the business of the Customer, including telephone number (fixed and mobile) and email address.
- Call detail records, including numbers of the calling and the receiving party, start date and time of the call, duration of the call.
- For Services such as RingCentral Contact Center, RingCentral Engage Digital and/or RingCentral Engage Voice, and RingCentral Engage Digital Communities:
    - Identification information for end users such as full name, gender, contact information (address, telephone number (fixed and mobile), e-mail address, fax number), employment information (job title) and company name.
    - Identification information of Customer's employees or authorized users or other third-party contributors, including name and e-mail address.
    - Content published on communication channels connected to the Services, including public information on social media channels connected to the Service.
    - Content published on the online sharing space, including any public posts and private messages.
- Any other Customer Personal Data that the Customer, its authorized users or third parties involved in the communications choose in their sole discretion to include in the content of the communications that are sent and received using the Services.
- Any other Customer Personal Data that may be necessary for RingCentral to provide the Services as described in the Agreement.

Special Categories of Customer Personal Data

The Services are not designed to recognize and/or classify data as special categories of data or sensitive data (as defined in the GDPR or in other Applicable Data Protection Laws), nor as Personal Data concerning children or minors, or related to criminal convictions and offenses. Insofar as Customer processes special categories of Personal Data, Customer undertakes to process this category of Personal Data lawfully, and in particular to rely on a valid legal basis in accordance with Applicable Data Protection Laws.

Processing Operations

RingCentral processes Customer Personal Data for the purposes of providing and maintaining the Services to which the Customer has subscribed, including any ancillary or related Services under the scope of the Agreement, for the purposes of publishing content on public/private communications channels, for customer relationship management, user management, and customer support. RingCentral publishes authorized users' content onto the public or private communication channels connected to their platform and synchronizes end user content from the same channels. RingCentral stores and displays Customer information and conversations history to the authorized users.

Customer Personal Data will be processed for the term of the Agreement, or as otherwise required by law or agreed between the Parties.

Annex 2

RingCentral Customer United States Privacy Terms

This United States Privacy Addendum ("US Privacy Terms") is made by and between RingCentral and Customer (each a "Party", together the "Parties"), and is supplemental to the Data Processing Addendum ("DPA") as appended to the Agreement (defined below), executed between the Parties, for the provision of the Services to Customer.

Where US State Privacy Laws apply to RingCentral's processing of Customer Personal Data on behalf of Customer, the terms of this US Privacy Terms, which forms part of the DPA will apply and will supplement as appropriate the provisions of the DPA. For the avoidance of doubt, in the event RingCentral's processing of Customer Personal Data on behalf of Customer is not subject to US State Privacy Laws, then this US Privacy Addendum will not apply.

Capitalized terms used but not defined in this US Privacy Addendum shall have the same meanings as set out in the Agreement.

1. Definitions

1.1. **Agreement** shall mean and refer to the main written or electronic agreement between Customer and RingCentral for the provision of any of the RingCentral Services to the Customer.

1.2. **CPA** shall mean and refer to the Colorado Privacy Act, as may be amended, and its implementing regulations.

1.3. **CPPA** shall mean and refer to the California Privacy Protection Agency, which is vested with the full administrative power, authority, and jurisdiction to implement and enforce the CPRA.

1.4. **CPRA** shall mean and refer to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any implementing regulations promulgated thereunder.

1.5. **Customer Personal Information** shall mean and refer to any Personal Information that RingCentral processes on behalf of Customer as a Service Provider under the Agreement.

1.6. **CTDPA** shall mean and refer to the Connecticut Data Privacy Act, as may be amended, and its implementing regulations.

1.7. **Personal Information** shall mean and refer to any information relating to an identified or identifiable person or individual and also includes personal data, as defined by applicable US State Privacy Laws.

1.8. **Sell** shall have the same meaning as set forth in the CPRA.

1.9. **Share** shall have the same meaning as set forth in the CPRA.

1.10. **Service Provider** shall mean and refer to a service provider or subcontractor, as defined by applicable US State Privacy Laws, that processes Customer Personal Information on Customer's behalf or on RingCentral's behalf, where RingCentral is a Service Provider to Customer, for the purposes of the Agreement.

1.11. **US State Privacy Laws** shall mean and refer to all United States data protection and privacy laws which may be applicable to RingCentral in the processing of Customer Personal Information as part of the performance of the Services provided to Customer under the Agreement.

1.12. **VDCPA** shall mean and refer to the Virginia Consumer Data Protection Act and its implementing regulations.

2. Scope of US Privacy Addendum

2.1. This US Privacy Addendum will apply only to the extent that RingCentral processes Customer Personal Information on behalf of a Customer as a Service Provider under US State Privacy Laws, where such processing is described in Annex 1 of the DPA.

3. Roles and Responsibilities

3.1. RingCentral Obligations

3.1.1. **Purpose Limitation**. RingCentral shall process the Customer Personal Information for the purposes of the performance of the Services as described in the Agreement and the DPA except where otherwise

required or permitted by US State Privacy Laws. Such purposes include providing, monitoring, supporting, improving, and maintaining the Services, including through automated means such as artificial intelligence.

3.1.2. **CPRA.** For the purposes of Customer Personal Information subject to the CPRA, RingCentral will:

3.1.2.1. Comply with the applicable CPRA obligations.

3.1.2.2. Provide the same level of privacy protection as required by CPRA.

3.1.2.3. Notify the Customer if it can no longer meet its CPRA obligations.

3.1.2.4. Not Sell or Share Customer Personal Information.

3.1.2.5. Not retain, use, or disclose Customer Personal Information for any other purpose other than as agreed upon in the Agreement, outside the direct business relationship between the Parties, or as permitted by CPRA.

3.1.2.6. Not combine Customer Personal Information it receives from, or on behalf of, Customer with Personal Information it receives from, or on behalf of, another person, or collects from its own interaction with the End User, subject to the exceptions under CPRA, including that RingCentral may combine Customer Personal Information to perform any business purpose as defined in the CPPA regulations.

3.1.2.7. Cooperate with Customer, upon Customer's reasonable notice, to determine reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Information.

3.1.3. **Confidentiality of Processing.** RingCentral shall ensure that any person that it authorizes to process the Customer Personal Information shall be subject to a duty of confidentiality (either a contractual or a statutory duty).

3.1.4. **Security.** RingCentral will maintain appropriate technical and organizational security measures to safeguard the security of Customer Personal Information. RingCentral will maintain an information security and risk management program based on commercial best practices to preserve the confidentiality, integrity and accessibility of Customer Personal Information with administrative, technical and physical measures conforming to generally recognized industry standards and practices. RingCentral's security measures are set out in the RingCentral Security Addendum at https://netstorage.ringcentral.com/documents/trust-center-security-addendum.pdf.

3.1.5. **Deletion or Return of Data.** Upon termination or expiry of the Agreement, RingCentral shall delete Customer Personal Information (including copies) in RingCentral's possession or, at Customer's request, provide options to return the Personal Information to the Customer, save to the extent that RingCentral is required by applicable law to retain some or all of the Customer Personal Information.

3.2. **Customer Obligations.** Customer undertakes to:

3.2.1. Ensure that it may lawfully disclose the Customer Personal Information to RingCentral for the purposes set out in the Agreement.

3.2.2. Comply with US State Privacy Laws in its use of the Services, and its own collection and processing of Customer Personal Information.

3.2.3. Process sensitive Personal Information (as defined by US State Privacy Laws), or Personal Information concerning children or minors, or related to criminal convictions and offenses, lawfully, and relying on a valid legal basis in accordance with US State Privacy Laws. The Parties acknowledge that the Services are not designed to recognize and/or classify such Personal Information and that Customer will be responsible when processing this Personal Information using the Services.

4. **Service Providers**

4.1. **Notification.** Where required by US State Privacy Laws, RingCentral will notify Customer before it engages another Service Provider. Where required by US State Privacy Laws, RingCentral will allow Customer thirty (30) calendar days to object to such engagement on reasonable grounds relating to the protection of Customer Personal Information.

4.2. **Agreements.** RingCentral shall impose data protection terms on such Service Providers that protect Customer Personal Information to an equivalent standard provided for by this US Privacy Addendum.

5. Audits

5.1. RingCentral will select an independent, qualified third-party auditor to conduct, at RingCentral's expense, at least annual audits of the security of the Services and environments, in accordance with internationally recognized standards such as ISO27001, the SOC 2, Type II standards or its equivalent. Upon Customer request and under Non-Disclosure Agreement, RingCentral will provide a copy of the most recent audit reports (or similar security attestation) to document compliance with the foregoing requirement, where such certification is available. Both Parties acknowledge that it is the Parties' intention ordinarily to rely on the provision of the security reports in this section to verify RingCentral's compliance with this US Privacy Addendum, the VDCPA, CPA, and/or the CTDPA.

5.2. Where required by US State Privacy Laws, RingCentral will cooperate with Customer to make available all information in RingCentral's possession to demonstrate compliance with its obligations in the VDCPA, CPA and/or the CTDPA, as applicable.

5.3. Additionally, upon request from Customer, but not more than once during each 12-month period, RingCentral shall complete a Customer provided information security program questionnaire, limited in scope to the actual services/environments related to the Services provided to Customer ("Security Review").

5.4. After Customer's review of RingCentral's audit report or similar attestation, and of the completed information security questionnaire (including any changes introduced by RingCentral to address any gaps), if, to the extent required by US State Privacy Laws, additional information is reasonably necessary to demonstrate compliance with RingCentral's obligations pursuant to US State Privacy Laws and this US Privacy Addendum, Customer may request in writing to perform an audit (including inspections) of RingCentral pursuant to the audit request procedure below, no more than once every twelve (12) month period, unless a supervisory authority specifically requires that an audit is carried out of RingCentral.

5.5. In order to exercise its right to audit pursuant to this section, Customer must provide RingCentral with a written, detailed request, including the explanation of gaps in RingCentral's provided audit reports and in the Security Review that render the audit necessary to demonstrate RingCentral's compliance with this US Privacy Addendum or with US State Privacy Laws.

5.6. The audit may be performed by Customer or a third-party auditor (any such third party under strict confidentiality obligations, including requirements that individual auditors appointed have not performed audits of any of RingCentral's competitors in the previous twelve (12) months and that they will be prohibited from performing such audits in the twelve (12) months following RingCentral's audit) solely at Customer's expense. RingCentral may object in writing to any third-party auditor if the auditor is, in RingCentral's reasonable opinion, not suitably qualified or independent, a competitor of RingCentral, or otherwise manifestly unsuitable. Any such objection by RingCentral will require the Customer to appoint another auditor or conduct the audit itself.

5.7. RingCentral and Customer will agree in advance upon the scope and timing of the audit, to protect the confidential and proprietary Information of RingCentral and other Parties, to minimize disruption to RingCentral's business, to limit the scope to the actual services/environments related to the Services provided to Customer, and to agree on a reasonable duration of the audit.

5.8. The audit performance will occur during regular business hours for the RingCentral personnel involved and the Parties agree that RingCentral will make available material for Customer's review, but not for Customer to retain. RingCentral may charge a reasonable fee for costs incurred in connection with any such audit based on RingCentral's professional services rates, unless the audit shows a material breach on the part of RingCentral. RingCentral will provide the Customer with details of any applicable fee, and the basis of its calculation, in advance of any such audit.

5.9. All information provided or made available to Customer pursuant to this section shall be deemed Confidential Information of RingCentral and Customer will not distribute to any third party without RingCentral's written approval.

6. US Educational Institutions

6.1. **COPPA.** Information about usage of the Services in accordance with COPPA requirements is available on the Children's Privacy Notice and School/Parental Notification, located at https://www.ringcentral.com/legal/childrens-privacy-notice-school-parental-notification.html, and incorporated by reference. If applicable, Customer hereby agrees to obtain and provide, or cause a School Partner to obtain and provide, verifiable consent to RingCentral's collection, use, and disclosure of Personal Data in accordance with the Children's Privacy Notice and School/Parental Notification. If Customer is purchasing RingCentral for Education, pricing tiers are described more fully at https://www.ringcentral.com/office/industry-solutions/education-cloud-phone-systems.html.

6.2. **FERPA**. For the purposes of the Agreement, if Customer is an educational agency or institution subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), RingCentral shall operate as a school official with legitimate educational interests in obtaining or accessing Personally Identifiable Information, including Education Records pertaining to students (as those terms are defined under FERPA). RingCentral shall only use or disclose such Personally Identifiable Information in accordance with the requirements of 34 C.F.R. § 99.33(a) (governing the use and redisclosure of Personally Identifiable Information from Education Records) as is reasonably necessary to provide the MVP Services or for RingCentral to otherwise perform its obligations under the Agreement. Customer acknowledges RingCentral is under its direct control with respect to the use and maintenance of Education Records, and Customer agrees to be solely responsible for protection of Personally Identifiable Information from Educational Records.

7. Miscellaneous

7.1. Unless the above explicitly states otherwise the terms and conditions of the Agreement, including any DPA, shall apply to the US Privacy Addendum. In case of any conflict between the terms of the Agreement, including any DPA, and the terms of this US Privacy Addendum, the terms of this US Privacy Addendum prevails with regard to data processing activities subject to US State Privacy Laws.

7.2. The governing law and forum that apply to the Agreement also apply to this US Privacy Addendum.

7.3. Contact information for privacy inquiries: privacy@RingCentral.com.

1.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

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 RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN109685625-RCI-GAUWC-24-25

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb National Insurance Co.	10052
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RingCentral, Inc.
20 Davis Drive
Belmont, CA 94002

COVERAGES **CERTIFICATE NUMBER:** SEA-004052294-00 **REVISION NUMBER:** 0

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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	X		36083907	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	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY [X]			73636700	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			56719004	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	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		71839121	10/01/2024	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)
The City of Carson, its elected and appointed officers, employees, volunteers and agents are included as an additional insured (except Workers' Compensation) where required by written contract.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

Insurance Approved
DJ
10/29/24

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 Risk & Insurance Services

Marsh Risk & Insurance Services

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The ACORD name and logo are registered marks of ACORD

CHUBB®

Liability Insurance

Endorsement

Policy Period	OCTOBER 1, 2024 TO OCTOBER 1, 2025
Effective Date	OCTOBER 1, 2024
Policy Number	3608-39-07 SFO
Insured	RINGCENTRAL, INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	OCTOBER 14, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

BLANKET
PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY

All other terms and conditions remain unchanged.

Authorized Representative

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

In compliance with Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC), Staff are seeking to exercise waiver of the following requirements (check all that apply):

☒ **(A) Formal Bidding** *(Section 2611)*
☐ **(B) Written Contract** *(Section 2605(1)(iii))*

If **(A)** is selected above, please select the exception being exercised for this purchase:

☐ **(d)** Emergency Purchasing *(Section 2611(d))*
☐ **(e)** Sole Source Purchasing *(Section 2611(e))*
☐ **(f)** Piggyback Purchasing *(Section 2611(f))*
☒ **(g)** Cooperative Purchasing *(Section 2611(g))*
☐ **(i)** Other Purchase Exceptions *(Section 2611(i)(1) through 2611(i)(18))*

If **(e)** or **(f)** are selected above, please specify the contract number, awarding agency, and other contracting parties being exercised for this purchase:
NASPO Value Point Master Agreement #AR2505, State of CA Participating Addendum No. 7-17-70-40-03

Req # (if available):**N/A**
Vendor Name: **RingCentral**

Formal bidding and/or a written contract would normally be required because the purchase is for an amount $75,000 or more; here, the amount is **$238,955.40**

Written justification or summary of purchase.
To provide the City with a cloud-based phone system, which will provide business calling and messaging streamlining communication for staff Citywide.

Purchasing:

Josilla Togiola, Purchasing Manager
10/9/2024

Authorized Department Staff:

DocuSigned by:
Gary Carter
7BEDF394AC6C494...

Name/Title: Gary Carter, IT & Security Director
Date: 10/9/2024

**Attach all relative applicable documents including, but not limited to vendor quote, statement of sole source justification on vendor letterhead, relative contract agreements for piggybacking or cooperative purchasing exceptions, etc.*
***Attach a copy of the fully executed waiver to the corresponding requisition.*

0224JT

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745
(310) 952-1758

Purchasing Waiver

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DocuSigned by:
Gary Carter
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Name/Title: Gary Carter, IT & Security Director
Date: 10/9/2024

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***Attach a copy of the fully executed waiver to the corresponding requisition.*

0224JT

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVING AN IMPLEMENTING AGREEMENT WITH THE CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS SCHOOL OF NURSING TO ALLOW FACULTY-SUPERVISED NURSING STUDENTS TO PROVIDE FREE NURSING SERVICES TO COMMUNITY MEMBERS AT THE CARSON EVENT CENTER (CITY COUNCIL)

I. SUMMARY

Since 2018, the City has partnered with California State University, Dominguez Hills through an Affiliation Agreement that allows students from the university's Occupational Therapy Department to provide Occupational Therapy (OT) services to participants of the Joseph B. Jr. and Mary Anne O'Neal Stroke Center. In 2021, the City entered into a second Affiliation Agreement with California State University, Dominguez Hills to continue this partnership through June 2024. In June 2022, the City and the university further formalized their partnership through a Memorandum of Understanding (MOU). The original MOU specifically focused on collaboration between the City and the university's Occupational Therapy Department.

Before the agreement expired, the City and the university extended the term of the MOU through June 2029. In November 2024, the MOU was expanded to include the university's entire College of Health, Human Services, and Nursing. Although the expanded MOU allows for future collaboration in multiple areas, individual programs and services cannot begin until a separate "Implementing Agreement" is approved for each specific program. Under the proposed Implementing Agreement, nursing students from the California State University, Dominguez Hills School of Nursing would provide free nursing services to community members at the Carson Event Center under the supervision of university faculty.

Consequently, staff is requesting that the City Council approve the proposed Implementing Agreement with the California State University, Dominguez Hills School of Nursing to formally launch this new community nursing services partnership (Exhibit No. 6).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Implementing Agreement with the California State University, Dominguez Hills School of Nursing to allow faculty-supervised nursing students to provide free nursing and wellness services to community members at the Carson Event Center (Exhibit No. 6, "Agreement"); and,
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

Since 2018, the City of Carson has partnered with California State University, Dominguez Hills through an Affiliation Agreement that allows students from the university's Occupational Therapy Department to provide Occupational Therapy (OT) services to participants of the Joseph B. Jr. and Mary Anne O'Neal Stroke Center (Exhibit No. 1). Occupational Therapy services help individuals improve mobility, daily living skills, independence, and overall quality of life following illness, injury, or medical conditions such as stroke. Since the partnership began, Stroke Center participants have received important rehabilitative care and support services through the program, with the exception of a temporary suspension between March 2020 and September 2021 due to COVID-19 public health restrictions. The program has continued to provide valuable health and wellness services to community members while also giving university students hands-on clinical experience working directly with residents.

In 2021, the City entered into a second Affiliation Agreement with California State University, Dominguez Hills on behalf of the Occupational Therapy Department to extend the partnership through June 2024 (Exhibit No. 2). In June 2022, the City and California State University, Dominguez Hills entered into a Memorandum of Understanding (MOU) (Exhibit No. 3). The MOU served as a cooperative agreement that establishes a framework for collaboration between organizations. The original MOU identified the area of cooperation as being between the City and the university's Occupational Therapy Department. In June 2024, the City Council approved Amendment No. 1 to the MOU, extending the agreement for an additional five years through June 30, 2029 (Exhibit No. 4). Later, in November 2024, Amendment No. 2 expanded the scope of the MOU to include the university's entire College of Health, Human Services, and Nursing (Exhibit No. 5). The expanded partnership creates opportunities for qualified students from various healthcare and human services programs within the College to gain practical, hands-on experience serving community members through future City programs and services.

Although the amended MOU allows collaboration in up to twelve different service areas within the College, individual programs cannot begin unless a separate "Implementing Agreement" is approved between the City and the university for each specific service or activity. The proposed Implementing Agreement establishes the detailed operational terms, responsibilities, and scope of services for the particular program. Under the proposed Implementing Agreement before the City Council, nursing students from the California State University, Dominguez Hills School of Nursing would begin providing free nursing services to community members at the Carson Event Center under the supervision of university faculty. The proposed program is intended to expand access to community health and wellness services for residents while also providing valuable clinical training opportunities for future healthcare professionals.

V. FISCAL IMPACT

There is no direct fiscal impact associated with the recommended action to approve the proposed Implementing Agreement with the California State University, Dominguez Hills School of Nursing. Under the proposed partnership, faculty-supervised nursing students from the School of Nursing will provide free nursing and wellness services to community members at the Carson Event Center at no cost to the City or participating residents. The partnership also provides valuable hands-on clinical training opportunities for qualified nursing students while expanding access to basic health and wellness services for the Carson community. This collaborative effort supports community health, educational advancement, and public service opportunities for both residents and students.

VI. EXHIBITS

1. Affiliation Agreement between the City of Carson and CSUDH, July 2018-June 2021
2. Affiliation Agreement between the City of Carson and CSUDH, July 2021-June 2024

3. MOU between the City of Carson and the California State University Dominguez Hills Occupational Therapy Department
4. Amendment No. 1 to the MOU
5. Amendment No. 2 to the MOU
6. Proposed Implementing Agreement between the City of Carson and the California State University Dominguez Hills School of Nursing (CSUDH SON)

Attachments

Exhibit 1 - Affiliation Agreement.pdf

Exhibit 2 - Affiliation Agreement 2.pdf

Exhibit 3 - MOU.pdf

Exhibit 4 - Amendment 1 to MOU.pdf

Exhibit 5 - CSUDH 2026 MAY 13.pdf

Exhibit 6 - CSUDH Nursing Implementing Agreement 4.8.26 (City 5.8.26) (2120231.2).pdf

Contract No: 6921-19

18-013

CSUDH

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Procurement, Contracts, Logistical, and Support Services
1000 E. Victoria Street Carson, CA 90747 • (310) 243-3799

This Agreement is entered into by and between **California State University Dominguez Hills (CSUDH) on behalf of the Occupational Therapy Program** (OT) and the City of Carson, hereinafter called the "Occupational Therapy Provider Field Work Site or FWS."

The Agreement shall be effective June 19, 2018 to June 30, 2021 unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section VI.

WITNESSETH:

WHEREAS, CSUDH has an approved Occupational Therapy Curriculum and such Curriculum includes fieldwork experience and the use of those facilities and instruction which is available at FWS; and

WHEREAS, CSUDH and FWS believe it to be to the mutual benefit of the parties hereto that students accepted into the Occupational Therapy Program use the clinical Facility for their fieldwork experience to become competent practitioners,

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations expressed and in consideration of the mutual benefits to be derived there from, the parties mutually agree as follows:

I. Responsibilities of FWS

FWS,shall

A. Accept qualified students for fieldwork experience in Occupational Therapy, the maximum number not to exceed that number for which the program has been accredited, approved and/ or agreed upon.

B. Appoint a qualified FWS Employee who will be responsible for directing, coordinating and supervising CSUDH OT students' experience at FWS as well as insure that the continuity and quality of services to clients is maintained.

C. Establish educational objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience.

D. Provide CSUDH with student evaluations on forms submitted by CSUDH.

E. Notify CSUDH at mid-term or sooner, of any student who fails to meet the required standards of performance and competency.

F. Not use students to replace regular FWS employees and not require students to render services except those services identified for their learning value as part of the fieldwork experience.

G. Work with and assist CSUDH in carrying out CSUDH policies and procedures.

H. Appoint only state licensed therapists to supervise CSUDH Occupational Therapy fieldwork students, while participating at FWS. All therapists must be licensed by the state in which the FWS is located.

II. Responsibilities of CSUDH

CSUDH shall:

A. Refer qualified students from the program to FWS who have adequate academic preparation for clinical practice and basic training for the handling of blood, blood products and body fluids consistent with the policies and regulations recommended by the Center for Disease Control and in compliance with any such guidelines from the California Public Health Services Department.

B. Assign a Fieldwork Coordinator from the OT program who will coordinate and be responsible for student FWS activities.

C. Assign mutually agreed upon dates and times for student placements.

D. Require student be responsible for their professional activities and conduct while at FWS. FWS may at its discretion dismiss or remove any trainee from the fieldwork experience following due process, and after consulting with CSUDH prior to such dismissal.

E. Require students to conform to all applicable policies, regulations and procedures, jointly specified by representatives of CSUDH and FWS.

F. Provide current student fieldwork guidelines and objectives to the FWS and all appropriate foams for evaluation.

G. At its sole cost and expense, insure its activities in connection with this agreement and obtain, keep in force, and maintain insurance as follows:

H. Provide Comprehensive or General Liability Insurance with a limit of One Million Dollars ($1,000,000), and Three Million Dollars ($3,000,000) in aggregate, per occurrence.

I. While in the performance of this Agreement, students serve as volunteers at the Facility without compensation and are not to be considered officers, agents or employees of the University for Worker's Compensation purposes.

J. Require students to provide and maintain in force a One Million Dollar ($1,000,000) policy of professional liability insurance during the course of their activities under this Agreement.

K. Require students to provide evidence of health coverage.

L. Require students to provide documentation of appropriate immunization or immunity in compliance with OSHA Blood-Borne Pathogens Regulations, as well as requirements of the FWS.

M. Require students to adhere to rules and regulations of FWS/CSUDH regarding confidentiality.

General Provisions

III. Neither CSUDH nor FWS shall discriminate against any candidate or student on the basis of race, color, religion, national origin, sex, age or sexual orientation.

IV. Pursuant to California Government Code § 895.4, to the full extent permitted by law, FWS agrees to indemnify, defend and hold harmless CSUDH, 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 FWS, its officers, employees, agents, subcontractors, Invitees, or any Individual or entity for which FWS is legally liable ("Indemnitors"), or arising from FWS's or Indemnitors' reckless or willful misconduct, or arising from FWS's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement.

V. Pursuant to California Government Code § 895.4, to the full extent permitted by law, CSUDH agrees to indemnify, defend and hold harmless FWS, 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 CSUDH, Its officers, employees, agents, subcontractors, invitees, or any Individual or entity for which CSUDH Is legally liable ("indemnitors"), or arising from CSUDH's or Indemnitors' reckless or willful misconduct, or arising from CSUDH's or Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement.

VI. The Agreement may be terminated by either party at any time, without cause, on 60 days prior written notice provided that such termination shall not be effective for any student who at the date of mailing of said notice was participating in or was selected to participate in said fieldwork experience until such student has completed the program.

VII. Upon full execution of the Agreement, any written notice given by the parties shall be sent by registered mail to the duly authorized respective officers of each Institution as indicated In Section IX

VIII. This Agreement may at any time be altered, changed or amended in writing by mutual agreement of the parties.

IX. The OT fieldwork coordinator for CSUDH is: Heather Kitching, OTD, OTR/L

X. IN WITNESS whereof, this Agreement has been executed by and on behalf of the parties hereto by the signatures of their authorized respective agents the day and year written herein below.

UNIVERSITY:

Procurement, Contracts, Logistical & Support Services
1000 E. Victoria Street
Carson, CA 90747
Tel. Number: 310-243-3799

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

By: _____ 7/19/18
Designee Date

Procurement, Contracts,
Logistical & Support Services

SI:____

FWS: the City of Carson
Name: Albert Robles
Title: Mayor
Address: 701 E. Carson St.
Carson, CA 90745
Tel. Number: 310-952-1720
Email Address: _____

By: _____ 7/12/18
Authorized Signature · Date

CITY OF CARSON SIGNATURES CONTINUED ON FOLLOWING PAGE.

APPROVED AS TO FORM:

By: _____
for Sunny K. Soltani, City Attorney

ATTEST:

By: _____
Donesia Gause-Aldana, MMC, City Clerk

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 6/13/2018

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street
11th Floor
San Francisco CA 94111

NAMED COVERED PARTY

CSU Dominguez Hills Foundation
1000 East Victoria Street
Carson CA 90746

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE
A: CSURMA AORMA
B: AORMA WC/Safety National Cas,
C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW 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 COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AORMA-1819-01	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 5,000,000
	[X] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	[ ] CLAIMS MADE [X] OCCUR				MED EXPENSE (Any one person)	$ 5,000
	[X] Prof Liability				PERSONAL & ADV INJURY	$ 5,000,000
	[X] Contractual Liab				GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 5,000,000
	[X] MEMORANDUM [ ] PROJECT [ ] LOC					
A	AUTOMOBILE LIABILITY	AORMA-1819-01	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	[X] ANY AUTO					$
	[X] ALL OWNED AUTOS					
	[X] SCHEDULED AUTOS					
	[X] HIRED AUTOS					
	[X] NON-OWNED AUTOS					
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	AORMA-WC-1819	7/1/2018	7/1/2019	[X] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 5,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
					E.L. DISEASE - POLICY LIMIT	$ 5,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage only.

CERTIFICATE HOLDER

City of Carson/Carson Redevelopment Agency
Risk Management Division
PO Box 6234
Carson CA 90749

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

CSUDH

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Procurement and Contracts
1000 E. Victoria Street Carson, CA 90747 • (310) 243-3799

This Agreement is entered into by and between **California State University Dominguez Hills, on behalf of the Occupational Therapy Program (OT)**, hereinafter called "CSUDH" and __the City of Carson___, hereinafter called the "Occupational Therapy Provider Field Work Site or FWS."

The Agreement shall be effective _July 1, 2021_____ to __June 30, 2024_____ unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section III.C..

WITNESSETH:

WHEREAS, CSUDH has an approved Occupational Therapy Curriculum and such Curriculum includes fieldwork experience and the use of those facilities and instruction which is available at FWS; and

WHEREAS, CSUDH and FWS believe it to be to the mutual benefit of the parties hereto that students accepted into the Occupational Therapy Program use the clinical Facility for their fieldwork experience to become competent practitioners,

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations expressed and in consideration of the mutual benefits to be derived there from, the parties mutually agree as follows:

I. Responsibilities of FWS

FWS shall,

A. Accept qualified students for fieldwork experience in Occupational Therapy, the maximum number not to exceed that number for which the program has been accredited, approved and/ or agreed upon.

B. Appoint a qualified FWS Employee who will be responsible for directing, coordinating and supervising CSUDH OT students' experience at FWS as well as insure that the continuity and quality of services to clients is maintained.

C. Establish educational objectives for the clinical experience, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical experience

D. Provide CSUDH with student evaluations on forms submitted by CSUDH.

E. Notify CSUDH at mid-term or sooner, of any student who fails to meet the required standards of performance and competency.

F. Not use students to replace regular FWS employees and not require students to render services except those services identified for their learning value as part of the fieldwork experience.

G. Work with and assist CSUDH in carrying out CSUDH policies and procedures.

H. Appoint only state licensed therapists to supervise CSUDH Occupational Therapy fieldwork students, while participating at FWS. All therapists must be licensed by the state in which the FWS is located.

II. **Responsibilities of CSUDH**

CSUDH shall:

A. Refer qualified students from the program to FWS who have adequate academic preparation for clinical practice and basic training for the handling of blood, blood products and body fluids consistent with the policies and regulations recommended by the Center for Disease Control and in compliance with any such guidelines from the California Public Health Services Department.

B. Assign a Fieldwork Coordinator from the OT program who will coordinate and be responsible for student FWS activities.

C. Assign mutually agreed upon dates and times for student placements.

D. Require student be responsible for their professional activities and conduct while at FWS. FWS may at its discretion dismiss or remove any trainee from the fieldwork experience following due process, and after consulting with CSUDH prior to such dismissal.

E. Require students to conform to all applicable policies, regulations and procedures, jointly specified by representatives of CSUDH and FWS.

F. Provide current student fieldwork guidelines and objectives to the FWS and all appropriate forms for evaluation.

G. At its sole cost and expense, insure its activities in connection with this agreement and obtain, keep in force, and maintain insurance as follows:

H. Provide Comprehensive or General Liability Insurance with a limit of One Million Dollars ($1,000,000), and Three Million Dollars ($3,000,000) in aggregate, per occurrence.

I. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law.

J. Require students to provide and maintain in force a One Million Dollar ($1,000,000) policy of professional liability insurance during the course of their activities under this Agreement.

K. Require students to provide evidence of health coverage.

L. Require students to provide documentation of appropriate immunization or immunity in compliance with OSHA Blood-Borne Pathogens Regulations, as well as requirements of the FWS.

M. Require students to adhere to rules and regulations of FWS/CSUDH regarding confidentiality.

III. **General Provisions**

A. Neither CSUDH nor FWS shall discriminate against any candidate or student on the basis of race, color, religion, national origin, sex, age or sexual orientation.

B. Pursuant to Government Code section 895.4, FWS shall indemnify, defend and hold harmless CSUDH and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with ~~CSUDH~~ FWS acts and/or omissions arising from and/or relating to this Agreement. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of CSUDH.

Pursuant to Government Code section 895.4, CSUDH shall indemnify, defend and hold harmless FWS and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CSUDH acts and/or omissions arising from and/or relating to this MOU. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of FWS.

C. The Agreement may be terminated by either party at any time, without cause, on 60 days prior written notice provided that such termination shall not be effective for any student who at the date of mailing of said notice was participating in or was selected to participate in said fieldwork experience until such student has completed the program.

D. This Agreement may at any time be altered, changed or amended in writing by mutual agreement of the parties.

E. The OT fieldwork coordinator for CSUDH is: Daniel Swiatek, OTD, OTR/L.

F. IN WITNESS whereof, this Agreement has been executed by and on behalf of the parties hereto by the signatures of their authorized respective agents the day and year written herein below.

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS

Procurement, Contracts, Logistical &
Support Services

Carson, CA 90747
310-243-3799

mehernandez@csudh.edu

By: _____ 10/14/21
Designee Date

Procurement and Contracts

Logistical & Support Services

FWS: The City of Carson

Name: Lula Davis-Holmes

Title: Mayor

Address: 701 E. Carson St., Carson, California 90745

Phone: 310-952-1720

By: _____ 10/13/21
Authorized Signature Date

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

ATTEST:

By: _____

John Carroll, Chief Deputy City Clerk

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 10/5/2021

PRODUCER

Alliant Insurance Services Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

NAMED COVERED PARTY

CSU, Dominguez Hills
1000 East Victoria Street
Carson CA 90747

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

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PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	CSURMA-LIAB-2122	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 2,000,000
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXPENSE (Any one person)	$ Excluded
	[X] Contractual Liab				PERSONAL & ADV INJURY	$ 2,000,000
	[X] SIR $250,000				GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 4,000,000
	[ ] MEMORANDUM [ ] PROJECT [ ] LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO					$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS					
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
A	**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY**	CSURMA-WC-2122	7/1/2021	7/1/2022	[X] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage as respects the Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER

The City of Carson
Attn: Lula Davis-Holmes
701 E. Carson St.
Carson CA 90745

APPROVED
RG
10/11/2021

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE David T Harris

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Van Rin	
Alliant Insurance Services, Inc. 100 Pine Street, 11th floor San Francisco CA 94111	PHONE (A/C, No, Ext): 415-403-1400	FAX (A/C, No): 415-874-4810
	E-MAIL ADDRESS: vrin@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	15792
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Dominguez Hills	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 975337119 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B1724WLS21A036	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	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/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1724WLS21A036	7/1/2021	7/1/2022	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses.
Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured.
Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER

The City of Carson
Attn: Lula Davis-Holmes
701 E. Carson St.
Carson CA 90745

APPROVED
RG
10/11/2021

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

David T. Howell

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The ACORD name and logo are registered marks of ACORD

CSUDH

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is made and entered into on the 8TH day of JUNE 2022, by and between the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills (hereinafter referred to as the "CSUDH"), and The City of Carson (hereinafter referred to as the "CC"). The CSUDH and the CC (collectively, "Parties" and/or individually, "Party"), wishing to establish relations between the two Parties, agree to cooperate with each other as follows:

1. The area of cooperation will be between the Occupational Therapy Department at California State University Dominguez Hills (CSUDH) and City of Carson (CC).

2. Cooperation may be carried out through activities such as, but not exclusive to, the following:

   a. Joint collaboration between the faculty of CSUDH and the CC staff in the establishment and facilitation of fieldwork learning experiences for CSUDH students as part of an OT-CSUDH faculty fieldwork program.

   b. Joint collaboration between clinical faculty of CSUDH and the CC staff in the implementation of services to the residents and community center participants of CC through occupational therapy interventions.

   c. Joint collaboration between students and faculty of CSUDH and CC staff in the implementation of research projects that may promote and enhance evidence-based occupational therapy interventions for the participants in the CC programs.

3. **Term**
   The MOU shall be effective June 1, 2022 to June 30,2024 but may be terminated by the appropriate authorities of either Party by giving a three (3) months' notice to the other Party in writing, unless an earlier termination date is mutually agreed upon in writing.

4. **General Provisions**

   a. Indemnification

      i. Pursuant to Government Code section 895.4, CSUDH shall indemnify, defend and hold harmless CC and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CSUDH acts and/ or omissions arising from and/or relating to this MOU. Such indemnification shall not cover any claim due to the sole negligence or willful misconduct of CC.

ii. Pursuant to Government Code section 895.4, CC shall indemnify, defend and hold harmless CSUDH and its elected and appointed officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CC acts and/or omissions arising from and/or relating to this MOU. Such indemnification shallnot cover any claim due to the sole negligence or willful misconduct of CSUDH.

b. By signing this MOU, Parties certify they have current insurance policies and maintain the following types and amounts of coverage: Worker's compensation, employers' liability and comprehensive general liability (including automobile liability) - minimum of $1,000,000 per occurrence; $2,000,000 aggregate.

c. CC and CSUDH will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

d. By signing this MOU, CSUDH and its employees and students agree to maintain confidential all communications, observations, and information made between, or about, community center participants or programs, including the names and specific addresses of residents and programs on site. Confidentiality will be maintained to the extent allowed by law. In addition, no photos shall be taken of any building or participants without permission from CC staff authorized to provide such permission.

e. Prior to the initiation of each activity, the terms of cooperation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties in a separate Implementing Agreement. Any such Implementing Agreements will form appendices to this Memorandum of Understanding. The Affiliation Agreement No. 8303-22, between CSUDH and CC, for the term July 1, 2021 to June 30, 2024, consisting of 4 pages, shall be incorporated herein and made a part of this MOU.

f. Each Party shall designate a liaison officer to develop and coordinate the specific activities agreed upon.

g. Financial and/or funding considerations, shall become the subject of specific discussion and agreement within the framework of a separate Implementing Agreement negotiated at a departmental or program level and approved by the appropriate Party authorities as well as appropriate CC authorities.

h. Notices

On behalf of CC, such written notice shall be provided to:

Michael Whittiker, Director of Community Services, 701 E. Carson Street, Carson, CA 90745, effective upon personal delivery or within five (5) days of postmarked date if delivery by U.S. mail.

Notices

On behalf of CSUDH, such written notice shall be provided to:

Maria Hernandez, Director, Procurement and Contracts, WH A-485, California State University Dominguez Hills, 1000 E. Victoria St. Carson, CA 90747, effective upon personal delivery or within five (5) days of postmarked date if delivery by U.S. mail.

i. The MOU may be amended or extended by mutual written consent of the two Parties.

j. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, CSUDH and CC will not discriminate on the basis of race, color, sex, religion, national origin, age, disability, veteran status, sexual orientation or gender identity in their administration of policies, programs, or activities; admission policies; other programs or employment.

k. CC is, for all purposes, an independent contractor and shall not be deemed an employee of the CSUDH. CC and its employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of CSUDH or the State of California. While CC may be required by this Agreement to carry Worker's Compensation Insurance, in no event shall CC and its employees be entitled to unemployment or workers' compensation benefits from CSUDH.

l. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

m. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

n. In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

o. Nothing contained in this Agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market nay product or service without the prior written consent of the other Parties. Furthermore, nothing in the Agreement shall be construed as endorsement of any commercial product or service by CSUDH its officers or employees.

p. The MOU as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of those Parties involved, and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either Party, nor may any constraints be imposed by either upon the other.

q. Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

In witness whereof, the Parties hereto have offered their signatures:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

BY Vera Ale Paniani

Name Vera Ale Paniani

Title Manager

Dated 6/23/22

THE CITY OF CARSON

BY Lula Davis-Holmes

Name Lula Davis-Holmes

Title Mayor

Dated 7/20/22

ATTEST:

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[ndp]

q. Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

In witness whereof, the Parties hereto have offered their signatures:

CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS

BY Vera Ale Paniani

Name Vera Ale Paniani

Title Manager

Dated 6/23/22

THE CITY OF CARSON

BY _____

Name Lula Davis-Holmes

Title Mayor

Dated _____

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[ndp]

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 6/24/2022

PRODUCER

Alliant Insurance Services Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CSU, Dominguez Hills
1000 East Victoria Street
Carson CA 90747

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-2223	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 2,000,000
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXPENSE (Any one person)	$ Excluded
	[X] Contractual Liab				PERSONAL & ADV INJURY	$ 2,000,000
	[X] SIR $250,000				GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 4,000,000
	[ ] MEMORANDUM [ ] PROJECT [ ] LOC				Sexual Abuse	$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO					$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS					
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-2223	7/1/2022	7/1/2023	[X] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage as respects the Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER

The City of Carson
Attn: Lula Davis-Holmes
701 E. Carson St.
Carson CA 90745

Approved
RG
7-6-22

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE David J. Howell

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2022

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 Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	**CONTACT NAME:** Van Rin **PHONE (A/C, No, Ext):** 415-403-1400 **FAX (A/C, No):** 415-874-4810 **E-MAIL ADDRESS:** vrin@alliant.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Lloyds of London — 15792
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Dominguez Hills	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1854557512 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B1820WLS22A036	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Sexual Abuse/Molest.	$ $2,000,000
	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/MEMBEREXCLUDED? ☐ 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	Student Professional Liability Insurance Program (SPLIP)			B1820WLS22A036	7/1/2022	7/1/2023	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses.
Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured.
Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Agreement for Occupational Therapy Program use the clinical Facility for fieldwork experience. Term of Agreement: July 1, 2021 - June 30, 2024.

CERTIFICATE HOLDER

The City of Carson
Attn: Lula Davis-Holmes
701 E. Carson St.
Carson CA 90745

Approved
RG
7-6-22

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

David T. Howell

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AMENDMENT NO. 1

TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills ("CSUDH") is effective as of the 30th day of June, 2024. City and CSUDH are each sometimes referred to individually herein as a "Party").

RECITALS

A. City and CSUDH entered into that certain non-binding Memorandum of Understanding dated June 8, 2022 ("MOU"), providing for cooperation in the area of Occupational Therapy between the City and the Occupational Therapy Department at CSUDH.

B. Pursuant to Section 3 of the MOU, the term of the MOU commenced June 1, 2022 and was to expire on June 30, 2024. Pursuant to Section 4(i) of the MOU, the MOU may be amended or extended by mutual written consent of the two Parties.

C. City and CSUDH now desire to amend the MOU to extend its term by five (5) years (subject to the parties' termination rights under applicable provisions of the MOU) to provide for continued cooperation in the area of Occupational Therapy between the City and the Occupational Therapy Department at CSUDH.

D. Additionally, the MOU references and incorporates Affiliation Agreement No. 8303-22 between City and CSUDH, which was also originally slated to expire June 30, 2024, and which is also being amended (via a separate Amendment No. 1 to the Affiliation Agreement) to extend its term by five (5) years concurrent with the extension of the MOU. Accordingly, City and CSUDH also desire to amend the MOU to reflect the extended expiration date of the Affiliation Agreement where referenced in the MOU.

TERMS

1. **Contract Changes**. The MOU is amended as provided herein (added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough font~~).

A. Section 3 ("Term") of the MOU is amended to read in its entirety as follows:

"The MOU shall be effective June 1, 2022 to June 30, ***2029*** ~~2024~~ but may be terminated by the appropriate authorities of either Party by giving a three (3) months' notice to the other Party in writing, unless an earlier termination date is mutually agreed to in writing."

B. Subsection (e) of Section 4 (General Provisions) of the MOU is amended to read in its entirety as follows:

"Prior to the initiation of each activity, the terms of cooperation for each specific activity implemented under this MOU shall be mutually discussed and agreed upon in writing by both Parties in a separate Implementing Agreement. Any such Implementing Agreements will form appendices to this Memorandum of Understanding. The Affiliation Agreement No. 8303-22, between CSUDH and CC, for the term July 1, 2021 to June 30, ***2029*** ~~2024~~, consisting of 4 pages, shall be incorporated herein and made a part of this MOU.

2. **Continuing Effect of MOU.** Except as amended by this Amendment, all provisions of the MOU shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "MOU" appears in the MOU, it shall mean the MOU, as amended by this Amendment to the MOU.

3. **Affirmation of MOU.** City and CSUDH each ratify and reaffirm each and every one of the respective rights and obligations arising under the MOU. Each Party represents and warrants to the other that there have been no written or oral modifications to the MOU other than as provided herein. Each Party represents and warrants to the other that the MOU is currently an effective, valid, and binding obligation, except as otherwise provided in the MOU.

4. **Authority.** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Amendment and that this Amendment does not violate any of its existing agreements or obligations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CSUDH:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

By:_____
Name: Diana Malauulu
Title: Contract Specialist

By:_____
Name:
Title:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/27/2024

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 Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	CONTACT NAME: Van Rin PHONE (A/C, No, Ext): 415-403-1400 FAX (A/C, No): 415-874-4810 E-MAIL ADDRESS: vrin@alliant.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Lloyds of London — 15792
INSURED The California State University (CSU) 401 Golden Shore, 5th Floor Long Beach, CA 90802 CSU Dominguez Hills	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1263495739 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B1820WLS24A036	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Sexual Abuse/Molest	$ $2,000,000
	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/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS24A036	7/1/2024	7/1/2025	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses.
Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured.
Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Amendment No. 1 to Affiliation Agreement to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities.
Term of Agreement: July 1, 2021 - June 30, 2029.

CERTIFICATE HOLDER

City of Carson
701 E. Carson St
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

David J. Howell

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CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 6/27/2024

PRODUCER

Alliant Insurance Services Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CSU, Dominguez Hills
1000 East Victoria Street
Carson CA 90747

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IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE
A: CSURMA
B:
C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE. FOR THE PERIOD SHOWN BELOW, 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 COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-2425	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXPENSE (Any one person)	$ Excluded
	[X] Contractual Liab				PERSONAL & ADV INJURY	$ 2,000,000
	[X] SIR $250,000				GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 4,000,000
	[ ] MEMORANDUM [ ] PROJECT [ ] LOC				Sexual Abuse	$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO					$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS					
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-2425	7/1/2024	7/1/2025	[X] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage as respects the Amendment No. 1 to Affiliation Agreement to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities. Term of Agreement: July 1, 2021 - June 30, 2029.

CERTIFICATE HOLDER

City of Carson
701 E. Carson St
Carson CA 90745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS

AUTHORIZED REPRESENTATIVE David T. Howell

AMENDMENT NO. 2

TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and the Trustees of the California State University, an agency of the State of California, on behalf of the California State University, Dominguez Hills ("CSUDH") is effective as of the 6th day of November, 2024. City and CSUDH are each sometimes referred to individually herein as a "Party" and collectively as the "Parties").

RECITALS

A. City and CSUDH entered into that certain non-binding Memorandum of Understanding dated June 8, 2022 ("MOU"), providing for cooperation in the area of Occupational Therapy between the City and the Occupational Therapy Department at CSUDH.

B. Pursuant to Section 3 of the MOU, the term of the MOU commenced June 1, 2022 and was to expire on June 30, 2024. Pursuant to Section 4(i) of the MOU, the MOU may be amended or extended by mutual written consent of the Parties.

C. Effective June 30, 2024, City and CSUDH entered into Amendment No. 1 to the MOU, which amended the MOU to extend its term by five (5) years (subject to the Parties' termination rights under applicable provisions of the MOU) to provide for continued cooperation in the area of Occupational Therapy between the City and the Occupational Therapy Department at CSUDH.

D. Additionally, the MOU references and incorporates Affiliation Agreement No. 8303-22 between City and CSUDH ("Affiliation Agreement"), which was also originally slated to expire June 30, 2024, and which was also amended (via a separate Amendment No. 1 to the Affiliation Agreement) by City and CSUDH effective June 30, 2024, to extend its term by five (5) years concurrent with the extension of the MOU pursuant to Amendment No. 1 to the MOU.

E. The Parties now desire to amend the MOU a second time, by this Amendment, to expand the scope of the stated area of cooperation, which is currently limited to the Occupational Therapy Department (which is a part of CSUDH's College of Health, Human Services, and Nursing), to also include all other programs within CSUDH's College of Health, Human Services, and Nursing, which consists of the following programs:

Undergraduate Degree Program

Department of Child Development

Department of Clinical Science

School of Public Health & Health Sciences

Department of Human Services

Department of Kinesiology

School of Nursing

Graduate Professional Degree Programs

Professional Degree Programs:

Department of Marital and Family Therapy

Department of Social Work

Department of Occupational Therapy

School of Nursing

Orthotics & Prosthetics (O&P) Program

Radiologic & Imaging Sciences

Post Baccalaureate Certificate Programs:

Clinical Science

Communication Sciences & Disorders

F. Although the MOU, as amended by this Amendment, will provide for cooperation in the additional areas listed above, the actual initiation of activity in any of the additional areas will not commence unless and until a separate Implementing Agreement has been entered into by and between the Parties as provided in Section 4(e) of the MOU.

TERMS

1. **Contract Changes**. The MOU is amended as provided herein (added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough font~~).

   A. Section 1 is amended as follows: "The area of cooperation will be between the ***College of Health, Human Services, and Nursing*** ~~Occupational Therapy Department~~ at California State University Dominguez Hills (CSUDH) and City of Carson (CC)."

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

3. **Affirmation of MOU.** City and CSUDH each ratify and reaffirm each and every one of the respective rights and obligations arising under the MOU. Each Party represents and warrants to the other that there have been no written or oral modifications to the MOU other than as provided herein. Each Party represents and warrants to the other that the MOU is currently an effective, valid, and binding obligation, except as otherwise provided in the MOU.

4. **Authority.** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Amendment and that this Amendment does not violate any of its existing agreements or obligations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

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
[brj]

CSUDH:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

By: _____
Name:
Title:

Maria Hernandez (May 4, 2026 19:36:17 PDT)
Maria Hernandez
Director, Procurement and Contracts

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CSUDH:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

By:_____
Name:
Title:

By:_____
Name:
Title:

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

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

** Item was Removed from Consent

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

CONSENT (Items 16 - 25)

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

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

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

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

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

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

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

** Item was Removed from Consent

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

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

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY): 6/25/2025

PRODUCER

Alliant Insurance Services Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

NAMED COVERED PARTY

CSU, Dominguez Hills
1000 East Victoria Street
Carson CA 90747

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	CSURMA-LIAB-2526	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 2,000,000
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				MED EXPENSE (Any one person)	$ Excluded
	[X] Contractual Liab				PERSONAL & ADV INJURY	$ 2,000,000
	[X] SIR $250,000				GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 4,000,000
	[ ] MEMORANDUM [ ] PROJECT [ ] LOC				Sexual Abuse	$2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO					$
	[ ] ALL OWNED AUTOS					
	[ ] SCHEDULED AUTOS					
	[ ] HIRED AUTOS					
	[ ] NON-OWNED AUTOS					
A	**WORKERS' COMPENSATION AND EMPLOYERS LIABILITY**	CSURMA-WC-2526	7/1/2025	7/1/2026	[X] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE – EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE – POLICY LIMIT	$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage as respects the Amendment No. 1 to Affiliation Agreement to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities. Term of Agreement: July 1, 2021 - June 30, 2029.

CERTIFICATE HOLDER

City of Carson
701 E. Carson St
Carson CA 90745

Insurance Approved
DJ
4/14/2026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE David J. Harrell

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Van Rin
Alliant Insurance Services, Inc. 560 Mission Street, 6th Floor San Francisco CA 94105	PHONE (A/C, No, Ext): 415-403-1400 FAX (A/C, No): 415-874-4810 E-MAIL ADDRESS: vrin@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The California State University (CSU)
401 Golden Shore, 5th Floor
Long Beach, CA 90802
CSU Dominguez Hills

COVERAGES **CERTIFICATE NUMBER:** 1048346459 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			B1820WLS25A036	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 2,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Sexual Abuse/Molest.	$ $2,000,000
	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/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Student Professional Liability Insurance Program (SPLIP)			B1820WLS25A036	7/1/2025	7/1/2026	$2,000,000 $4,000,000	Each Claim Policy Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE IS PROVIDED FOR EVIDENCE ONLY. General Liability and Professional Liability coverage is provided on a claims-made basis including a 3 year extended reporting period. Coverage extends to students enrolled in covered academic courses.
Coverage extends to any affiliate institution to whom the Named Insured is obligated by written agreement to add as Additional Insured.
Coverage applies only when there exists a written agreement between the University and the affiliate institution, which is executed prior to an incident giving rise to a claim for a covered loss.

Re: Amendment No. 1 to Affiliation Agreement to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities.
Term of Agreement: July 1, 2021 - June 30, 2029.

CERTIFICATE HOLDER

City of Carson
701 E. Carson St
Carson CA 90745

Insurance Approved
DJ
4/14/2026

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
David J. Howell

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CSUDH
CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Procurement and Contracts
1000 E. Victoria Street, Carson, CA 90747 • (310) 243-3799

This Implementing Agreement has been entered into by and between the Parties California State University, Dominguez Hills, on behalf of the School of Nursing, hereinafter called "CSUDH SON," and the City of Carson, hereinafter called the "Clinical Site," pursuant to Section 4(e) of the Memorandum of Understanding (MOU) dated June 8, 2022, and as amended.

The Agreement shall be effective May 20, 2026 and shall remain in effect until June 30, 2029, unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section III. B.

WITNESSETH:

WHEREAS, CSUDH SON has an approved Nursing Curriculum, and such Curriculum includes clinical experience and the use of those facilities and instruction which is available at the Clinical Site; and

WHEREAS, CSUDH SON and Clinical Site believe it to be to the mutual benefit of the parties hereto that students accepted into the Nursing Program use the Clinical Site facilities for their experience to become competent community health nurses,

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations expressed and in consideration of the mutual benefits to be derived there from, the parties mutually agree as follows:

I. Responsibilities of Clinical Site

The Clinical Site shall,

A. Accept qualified students for a community-based experience in Nursing, up to the maximum numbers specified in this paragraph. The maximum number of participants per class is not to exceed fifteen (15) students during each CSUDH term - Summer, Fall, and Spring. The maximum number of classes per term is two (2) classes, for a maximum of thirty (30) students per term.

B. Appoint a qualified Clinical Site employee who will be responsible for coordinating with the CSUDH SON on:

   1. Mutually agreeable dates and times of the clinical placement.

   2. Planning the students' educational experience at the Clinical Site, including which Clinical Site facilities and programs the students will have access to.

C. Not use students to replace regular employees at the Clinical Site and not require students to render services except those services identified for their learning value as part of the clinical experience.

D. Notify the CSUDH SON faculty of any problems regarding a student's performance or attitude.

E. CSUDH shall immediately remove and dismiss any student from participation in the clinical experience at Clinical Site's facility(ies) and program(s) pursuant to this Agreement if and when, subject to compliance with applicable law: (i) Clinical Site makes a request to CSUDH for removal and dismissal of the student from participation at such facility(ies) and program(s); and/or (ii) CSUDH or its on-site instructor referenced in Section II.D below determines the student has exhibited negative or detrimental behaviors in connection with the student's participation in the clinical experience, including, but not limited to, performance or attitude, violating rules or regulations mandated by CSUDH or the Clinical Site, violating applicable law, or causing health and safety concerns. Any required due process will be managed by, and will be solely the responsibility of, CSUDH.

II. Responsibilities of CSUDH SON

CSUDH SON shall:

A. Designate the Associate Director, Undergraduate Programs and the Clinical Coordinator as key program contacts available at: (310) 243-3596 or SONdepartment@csudh.edu

B. Schedule the clinical course based on mutually agreed dates and times.

C. Ensure students enrolled in the course are qualified with:
   1. Verified Registered Nurse (RN) licenses
   2. Adequate academic preparation for clinical practice
   3. Basic training for the handling of blood, blood products and body fluids consistent with the policies and regulations recommended by the Center of Disease Control.
   4. Livescan clearance (only required for students who will work with minors)

D. Assign an instructor with community-based nursing expertise to be on-site for the coordination/planning of student learning activities and oversight of students while at the Clinical Site. Direct supervision of individual students is **not** necessary because all students are licensed RNs.

E. Provide current student learning objectives to the Clinical Site and all appropriate forms for evaluation.

F. Require students to be responsible for their professional activities and conduct while at the Clinical Site.

G. Require students to conform to all applicable policies, regulations and procedures, jointly specified by representatives of CSUDH SON and Clinical Site to include confidentiality.

H. Require all students and faculty to undergo a Livescan prior to working in any capacity with any minor, should CSUDH elect (subject to Clinical Site approval with respect to activities at the Clinical Site) to include this population in its curriculum.

I. Comply with all insurance requirements regarding General Liability Insurance, Worker's Compensation, disability coverage, and professional liability insurance as delineated in the Occupational Therapy Affiliation Agreement (identified as Agreement No. C-21-161), Section II, G-J, entered into by and between CSUDH and Clinical Site effective July 1, 2021.

J. Require students to provide:

1. Evidence of health insurance coverage.
2. Documentation of appropriate immunization or immunity in compliance with OSHA Blood-Borne Pathogens Regulations, as well as requirements of the Clinical Site.

III. **General Provisions**

A. This Agreement may at any time be altered, changed or amended in writing by mutual agreement of the parties.

B. The Agreement may be terminated by either party, at any time, without cause, on 60 days prior written notice provided that such termination shall not be effective for any student who at the date of mailing of said notice was participating in or was selected to participate in said clinical experience within the then-current or subsequent CSUDH term until such student has completed the term.

IN WITNESS whereof, this Agreement has been executed by and on behalf of the parties hereto by the signatures of their authorized respective agents the day and year written herein below.

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]

CSUDH:

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS

By: Maria Hernandez (May 13, 2026 11:24:59 PDT) 05/13/2026

Name: Maria Hernandez

Title: Director, Procurement and Contracts

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO DALE COOPER LLC DBA SAFE SLIDE RESTORATION TO PROVIDE WATER SLIDE RESTORATION, INSPECTION, AND MAINTENANCE SERVICES FOR THE DOMINGUEZ AND HEMINGWAY AQUATIC CENTERS (CITY COUNCIL)

I. SUMMARY

The City operates public aquatic facilities at Dominguez Park and Hemingway Park that serve a large number of residents and families throughout the year, particularly during the busy summer season. In addition to traditional swimming pool amenities, both facilities include recreational water slides, which are not available at Carson Pool or Foisia Pool. These water slides have become popular recreational features within the community and play an important role in supporting youth programs, family recreation activities, swim programming, and overall community engagement at the City's aquatic facilities.

To help ensure the continued safety, reliability, and overall functionality of the water slides, the City initiated a competitive procurement process to secure professional restoration, maintenance, and inspection services. On January 30, 2026, the City released Request for Proposals (RFP) No. 26-001 seeking qualified vendors to perform a comprehensive restoration of the existing water slides and provide ongoing annual maintenance and inspection services to help ensure the slides remain safe, operational, and compliant with applicable safety standards.

By the proposal deadline of February 19, 2026, the City received one proposal submission (Exhibit No. 1) from Dale Cooper LLC dba Safe Slide Restoration. City staff conducted a detailed review and evaluation of the proposal in accordance with the criteria established in the RFP, including the firm's qualifications, experience, responsiveness, pricing, and ability to perform the required services. Based on that evaluation, staff determined that the proposal submitted by Dale Cooper LLC dba Safe Slide Restoration is responsive to the requirements of the RFP and that the company is the lowest responsible bidder capable of performing the work. Consequently, staff recommends that the City Council award a contract to Dale Cooper LLC dba Safe Slide Restoration to perform the water slide restoration services at a cost not-to-exceed $145,589 and to provide annual maintenance and inspection services for a five-year period in an amount not-to-exceed $139,475. The combined total not-to-exceed contract amount for the proposed agreement is $285,064.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Public Works Agreement to Dale Cooper LLC dba Safe Slide Restoration to perform comprehensive restoration and resurfacing services for the water slides located at the Dominguez and

Hemingway Aquatic Centers in an amount not-to-exceed $145,589, and to provide annual maintenance and inspection services for those facilities over a five-year term in an amount not-to-exceed $139,475, for a total not-to-exceed contract amount of $285,064 (Exhibit No. 2, “Agreement”); and,

2. AUTHORIZE the Mayor to execute the Agreement with Dale Cooper LLC dba Safe Slide Restoration following approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The water slides located at Dominguez Park and Hemingway Park are inspected annually by the Los Angeles County Department of Public Health to ensure compliance with all applicable health, safety, and operational standards. Historically, both water slides have consistently passed these inspections, indicating that the facilities are currently safe for public use and do not have any major structural deficiencies. Although the slides remain operational and structurally sound, industry standards generally recommend that fiberglass water slides undergo resurfacing approximately every ten years as part of routine preventative maintenance. Resurfacing helps maintain proper slide performance, preserve rider safety, prevent surface deterioration caused by age and weather exposure, and extend the useful life of the facility. Based on the current age and condition of the slides, staff has determined that proceeding with restoration and resurfacing work at this time is appropriate and represents a proactive investment in the long-term maintenance of the City’s aquatic facilities.

To secure these services, the City released Request for Proposals (RFP) No. 26-001 through PlanetBids and the Daily Journal on January 30, 2026, seeking qualified vendors to perform comprehensive water slide restoration services as well as ongoing annual maintenance and inspection services for both facilities. By the proposal deadline of February 19, 2026, the City received one proposal submission from Dale Cooper LLC dba Safe Slide Restoration.

City staff conducted a detailed review and evaluation of the proposal and determined that Dale Cooper LLC dba Safe Slide Restoration is both a responsive and responsible bidder in accordance with Section 2612 of the Carson Municipal Code and applicable Public Contract Code requirements. Staff further determined that the firm possesses the necessary experience, technical expertise, and demonstrated ability to successfully complete the work. The company also provided a detailed project approach outlining how the services would be performed efficiently and effectively. In addition, references provided by the firm were reviewed and found to be highly favorable, and the proposal was determined to fully comply with the requirements established in the RFP.

The proposed agreement includes both the initial restoration work and ongoing preventative maintenance services. Major components of the proposed scope of work include comprehensive cleaning and surface preparation of the slides; minor fiberglass repairs to address normal wear and surface imperfections; replacement and application of new caulking at joints and seams to prevent water intrusion; interior and exterior painting; application of new gel coating and protective surface coatings to restore a smooth, safe, and durable sliding surface; and ongoing inspections and preventative maintenance services over a five-year period. Collectively, these improvements are intended to enhance rider safety, improve the overall appearance and condition of the facilities, maintain compliance with safety standards, and reduce the likelihood of more extensive and costly repairs in the future.

Due to the nature and scope of the project, administration of the agreement will be a collaborative effort between the Community Services Department and the Public Works Department. The Community Services Department will oversee the initial restoration and resurfacing phase of the project to ensure the work is completed in accordance with the contract requirements and within the established project schedule. Following completion of the restoration work, the Public Works Department will oversee the five-year maintenance component of the agreement, including inspections, preventative maintenance activities, and any necessary minor repair coordination. This coordinated approach will help ensure the project receives appropriate technical oversight and supports the long-term maintenance and preservation of these important community recreational assets.

V. FISCAL IMPACT

Funding for the proposed services has been included in the City's Fiscal Year 2025-2026 and Fiscal Year 2026-2027 General Fund budgets. Funding for the water slide restoration and resurfacing work is budgeted within the Recreation/Aquatics/Aquatics Maintenance Account No. 101-90-950-605-6004. Funding for the ongoing maintenance and annual inspection services is budgeted within the Public Works Professional Services Account No. 101-80-850-110-6004.

VI. EXHIBITS

1. Bid Register
2. Dale Cooper, LLC Public Works Agreement

Attachments

BID REGISTER (002).pdf

(Dale Cooper dba Safe Slide) Public Works Contract - Slide Restoration and Maintenance (2116096.6).pdf

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 26-001 – WATERSLIDE RESTORATION AND FIVE-YEAR ANNUAL INSPECTION & MAINTENANCE SERVICES*

BID OPENING DATE: *02-19-26* **TIME:** *11:00 A.M.*

City Clerk's Office
RECEIVED 2-19-26 Dm

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Dale Cooper LLC	Ryan Gillespie	2/17/2026 1:56 p.m.	—		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) JR (Initials) Staff Present: Modesto Bolaños (Print Legibly) (Initials)

City Clerk: (Signature) Deputy City Clerk PlanetBids Opened By: Anuar Lopez (Print Legibly) ALO (Initials)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
DALE COOPER LLC DBA SAFE SLIDE RESTORATION

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the City of Carson, a California charter city ("**City**") and DALE COOPER LLC, a Missouri limited liability company dba SAFE SLIDE RESTORATION ("**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 #26-001 Waterslide Restoration and Five-Year Annual Inspection & Maintenance Services"** ("**Global Project**"). The Global Project requires Contractor to comprehensively restore fiberglass waterslides at Dominguez Aquatic Center and Hemingway Aquatic Center and provide annual inspection and maintenance services to preserve the restored condition, safety, ride performance, and appearance of the City's waterslides. 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 annual inspection and maintenance services 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, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with

any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the 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 or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works, City Engineer, or Deputy City Manager, or any of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Global Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Two Hundred Eighty Five Thousand Sixty Four Dollars and Zero Cents ($285,064.00)** ("**Contract Sum**") for completion of the Global Project. Of this amount, the amount attributable to the Project is **One Hundred Forty Five Thousand Five Hundred Eighty Nine Dollars and Zero Cents ($145,589.00).**

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 made on the Project, 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. City will deduct a five percent (5%) retention from all progress payments made on the remaining portions of the Global Project.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within ten (10) business days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement with respect to the Project including all warranty obligations of Contractor shall expire one (1) year following City acceptance of the Project. Upon the City's acceptance of the Project, the maintenance period shall commence and continue for a term of five (5) years.

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:

Dalton King	Regional Account Manager
(Name)	(Title)
Zach Anderson	Project Manager
(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 Modesto Bolanos, Landscape and Park Maintenance Superintendent, for the Project, and Freddy Loza, Public Works Superintendent, for the remainder of the Global Project, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred,

assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if

applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property,

which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers

shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the

sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total cost for the Project, which is $145,589.00.

(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 $145,589.00.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior

written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Global Project accepted by City up to the effective date of termination unless any portion of the Global Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this

Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

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

CONTRACTOR:

DALE COOPER LLC, a Missouri limited liability company DBA SAFE SLIDE RESTORATION

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 1008 Redbud Lane
Farmington, MO 63640

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

CONTRACTOR'S BID

BID SCHEDULE

COST FILE: RESTORATION (LUMP SUM PER SITE)

Purpose
The purpose of the initial waterslide restoration is to address accumulated wear and surface deterioration that cannot be resolved through routine maintenance alone. Completion of the restoration will establish a consistent baseline condition to support effective annual maintenance over the contract term.

TABLE A – BASE YEAR

Item No.	Description	Dominguez Aquatic Center	Hemingway Aquatic Center	Extended Total
1	Interior Surface Preparation: All flume sections; cleaning; sanding; prep work	$ included in 3	$ included in 3	$ included in 3
2	Fiberglass Repairs: Common repair areas; cracks, chips, structural touchups	$ included in 3	$ included in 3	$ included in 3
3	Gelcoat Application: premium gelcoat; full interior resurfacing	$ 35,536.00	$ 55,160.00	$ 90,696.00
4	Seam Re-Caulking: Mold-resistant, aquatic-grade caulking	$ included in 3	$ included in 3	$ included in 3
5	Interior Polish, Wax, or Ceramic Coating: Complete interior finish protection	$ 5,818.00	$ 8,569.00	$ 14,387.00
6	Exterior Wash, Prep, Prime & Paint: full exterior surface refinishing	$ 16,579.00	$ 23,927.00	$ 40,506.00
	TOTAL COST: RESTORATION	$ 57,933.00	$ 87,656.00	$ 145,589.00

COST FILE: FIVE-YEAR ANNUAL INSPECTION AND MAINTENANCE PROGRAM (LUMP SUM – PER SITE, PER YEAR)

Purpose
The purpose of the Five-Year Annual Inspection and Maintenance Program is to preserve the restored condition, safety, ride performance, and appearance of the City's waterslides; to extend service life; and to proactively identify conditions requiring corrective repair before they impact operations or public safety.

Annual maintenance services shall be performed once per calendar year for each waterslide, during City-approved maintenance windows, for Years 1 through 5 following completion of the initial restoration.

Year	Dominguez Aquatic Center	Hemingway Aquatic Center	Extended Total
Year 1	$ 12,875.00	$ 15,020.00	$ 27,895.00
Year 2	$ 12,875.00	$ 15,020.00	$ 27,895.00
Year 3	$ 12,875.00	$ 15,020.00	$ 27,895.00
Year 4	$ 12,875.00	$ 15,020.00	$ 27,895.00
Year 5	$ 12,875.00	$ 15,020.00	$ 27,895.00
		Total: Five-Year Annual Maintenance	$ 139,475.00

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Subsection (d) (Builder's Risk Insurance) of Section 5.1 (Insurance Coverages) of the Agreement is hereby deleted in its entirety.

EXHIBIT C

PERFORMANCE BOND

We, DALE COOPER LLC, a Missouri limited liability company dba SAFE SLIDE RESTORATION, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **One Hundred Forty Five Thousand Five Hundred Eighty Nine U.S. Dollars and Zero Cents ($145,589.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____	_____
Name	Street Number
_____	_____
Street Number	City and State
_____	_____
City and State	Telephone Number
_____	
Telephone Number	

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, DALE COOPER LLC, a Missouri limited liability company dba SAFE SLIDE RESTORATION, 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 **One Hundred Forty Five Thousand Five Hundred Eighty Nine U.S. Dollars and Zero Cents ($145,589.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 27.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF A SERVICE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY (SOCALGAS) FOR A NATURAL GAS SERVICE LINE EXTENSION AND GAS METER UPGRADES AT THE CITY'S CORPORATE YARD (CITY COUNCIL)

I. SUMMARY

The Public Works Department is requesting City Council approval of an agreement with Southern California Gas Company (SoCalGas) in the amount of $5,550.96 to complete natural gas infrastructure upgrades at Building B of the City's Corporate Yard, located at 18620 S. Broadway. The building currently does not have adequate natural gas capacity to support planned facility improvements, including installation of a new heating, ventilation, and air conditioning (HVAC) system. Building B is currently unheated, resulting in uncomfortable working conditions for staff during colder weather and potential impacts to equipment storage and operation. The proposed work includes extending the natural gas service line and upgrading the existing gas meter to a higher-capacity meter necessary to safely support the new heating equipment. These utility upgrades are required before the HVAC system can be installed.

Because SoCalGas is the sole utility provider authorized to perform this work, the proposed agreement includes certain terms that differ from the City's standard contracting requirements. Specifically, the agreement requires the City to indemnify SoCalGas against certain claims and does not include reciprocal indemnification protections or proof of insurance that would typically be required from a private contractor. The City Attorney has advised that agreements containing indemnification obligations require City Council approval due to the potential for unlimited liability exposure. Given the limited scope of work and the fact that SoCalGas is the only available service provider, staff recommends that the City Council approve the agreement and the related exceptions to the City's standard insurance and indemnification requirements.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Service Agreement with Southern California Gas Company (SoCalGas) for installation of a natural gas service line extension and upgrade of the existing gas meter at the City's Corporate Yard in an amount not-to-exceed $5,550.96; and,
2. AUTHORIZE the City Manager to execute the Agreement, in a form approved by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The City's Corporate Yard Building B, located at 18620 S. Broadway, currently does not have enough natural gas capacity to support planned facility improvements. Building B is currently not heated, which creates uncomfortable working conditions for staff during colder weather and may also impact the proper storage and operation of equipment housed within the facility. To address this issue, the City is proposing upgrades to the existing natural gas infrastructure so that a new heating, ventilation, and air conditioning (HVAC) system can be installed in the building. The proposed work includes extending the existing natural gas service line and upgrading the current gas meter to a higher-capacity 5 pounds per square inch gauge (PSIG) meter, which is needed to safely provide enough gas service for the new heating equipment.

Southern California Gas Company (SoCalGas) is the sole provider of natural gas service for this location and has provided the City with a cost proposal in the amount of $5,550.96 to complete the required utility infrastructure upgrades. Completion of this work is necessary before the City can move forward with installation of the HVAC units in Building B. As part of its standard service agreement, SoCalGas requires the City to agree to indemnify, defend, and hold the utility company harmless from claims involving injury, death, or property damage that may arise from the service installation, including claims related to any pre-existing hazardous materials that may exist at the project site. The City Attorney has advised that, while the City Manager has authority under the Purchasing Ordinance to approve certain expenditures and contracts administratively, that authority does not extend to agreements containing indemnification obligations because such obligations could potentially expose the City to unlimited financial liability. For this reason, staff is bringing the agreement forward for City Council review and approval.

In addition, the proposed SoCalGas Service Agreement does not include reciprocal indemnification protections in favor of the City, nor does it require SoCalGas to provide proof of insurance coverage that would typically be required of a private contractor performing similar work. Under normal City contracting requirements, a contractor performing this type of utility or construction work would generally be required to maintain insurance coverage such as General Liability, Workers' Compensation, and Automobile Liability insurance. However, because SoCalGas is the only utility provider authorized to perform this work and because the scope of work is limited in nature, staff is recommending that the City Council consider approving these exceptions to the City's standard contract and insurance requirements.

V. FISCAL IMPACT

Funding for this agreement in the amount of $5,550.96 is included in the Fiscal Year 2025-2026 Public Works Operating Budget and is available in Account No. 101-80-850-102-6004. As a result, no additional budget appropriation is required to complete this work.

VI. EXHIBITS

1. So Cal Gas Service Agreement

Attachments

SoCalGas_Line Extension Application_Vehicle Maint. Bays_2026_MAR_19.pdf

2/5/2026

SoCalGas

Applicant
Name: City of Carson
Contact: Jeff Lewis
Tel: 3108473509

Assigned SoCalGas Planning Representative
Name: MOISES GIRON
Email: MGIRON@SOCALGAS.COM
Tel: 3104138241
Fax: 0
Address: 3333 W THIRD STREET
City/ST/Zip: LOS ANGELES CA 90020 1602

The Line Extension Contract, Exhibit A (invoice), and applicable agreements for Project# 303314 have been included with this letter. Please take the time to review these documents, take action on your contract, and submit any outstanding payments due. Both your signed contract and full payment must be processed for your project to move forward to construction. **Please note section I.A. of the General Conditions for Line Extensions.**

As recipient of this contract, you must take action on this contract through our online signature portal regardless of whether you speak with a SoCalGas representative or not. Please indicate that you either accept, decline, or choose to reassign the recipient of this contract through the online portal.

Learn more about electronically completing your contract and submitting payment on the previous pages, "How to Complete Your Contract" and "How to Submit Payment."

Under the Line Extension Rules, you have agreed to have SoCalGas perform the following gas facility installation:

SCG to upsize existing meter to a size 6 with 5 psig delivery pressure. Customer to provide spacing for new meter and step-down regular(s).

SoCalGas estimated construction costs, **prior to applicable allowance, site prep fees & taxes,** are broken down as follows:

Main	0
Stub	0
Service	0
MSA	4476.58

If paying online, go to www.socalgas.com/ExhibitA. If paying by mail, please remit payment w/ Exhibit A to:

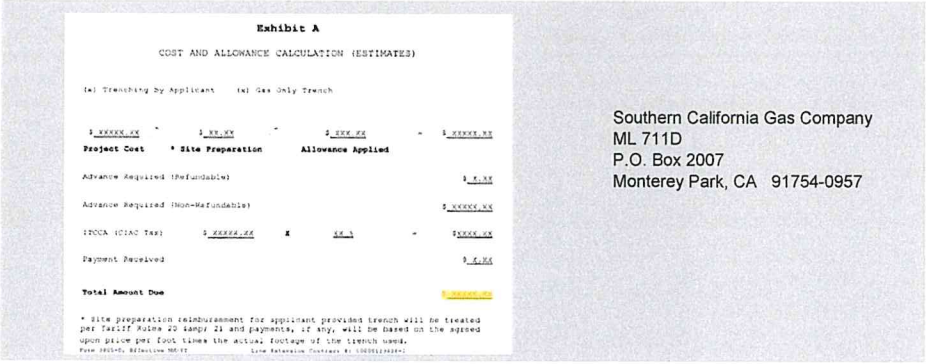


Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

(a) Trenching by Applicant (x) Gas Only Trench

$ XXXXX.XX	-	$ XX.XX	-	$ XXX.XX	=	$ XXXXX.XX
Project Cost		*** Site Preparation**		**Allowance Applied**		

Advance Required (Refundable) $ X.XX

Advance Required (Non-Refundable) $ XXXXX.XX

(TCCA (CIAC Tax) $ XXXXX.XX x XX.X = $XXXX.XX

Payment Received $ X.XX

Total Amount Due $ XXXXX.XX

* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Form 6601-B, Effective 10/07 Line Extension Contract #: 1000012xxxx-1

Southern California Gas Company
ML 711D
P.O. Box 2007
Monterey Park, CA 91754-0957

If you have any questions regarding this matter, please send an email or fax message to the following:

Email: NBProcess-Pacific@semprautilities.com
Fax: 1-866-947-2754

Thank you,

Southern California Gas Company
New Business Process Team

Reference:
SoCalGas Project #: 00000303314
Project Location: 18601 S Main St.

02/05/2026

JEFF LEWIS
CITY OF CARSON
18620 S BROADWAY, BLDG A
CARSON, CA 90248

Project Scope:

Non-Residential, commercial, project located at 18601 S Main St. and Main And W Griffith, in the City of Gardena, County of Los Angeles.

Install Meter to the specified location.

The engineering required for the installation of the gas facilities as described above in the Project Scope, based on the information you have provided us, has been completed. The attached "Exhibit A" dated 02/05/2026 details the estimated costs and allowances, if applicable, and also indicates any advances and contributions, if required at this time.

Please provide us with an address list for the property, if applicable, including any internal apartment or unit numbers or letters as quickly as possible. This will assist us in providing timely installation of the requested gas meters and/or refunds of your refundable advances, if applicable.

To acknowledge your receipt of the **Exhibit A, confirmation of the scope of the Project, and receipt and agreement with the enclosed General Conditions**, please have this letter executed by your authorized representative(s) (owner or corporate officer) and return all pages to the SoCalGas New Business Process Team at either NewBusinessProcessTeam@esign.sempra.com, if you are executing these documents through the electronic signature portal, or NewBusinessProcessTeam@socalgas.com, if you are not executing these documents through the electronic signature portal. Your return of the executed copy of this letter plus any required advance made through one of the designated SoCalGas payment channels (e.g., online at www.socalgas.com/exhibitA, in person at a SoCalGas Branch Office, mailed to SoCalGas Mail Payments: P.O. Box 2007, ML711D, Monterey Park, CA 91754-0957), will constitute your request to SoCalGas to schedule the installation and your agreement to Exhibit A and the General Conditions. Timely return of this letter will ensure that your construction is not delayed. A copy of the letter has been provided for your records.

Thank you for this opportunity to provide you with natural gas to serve your energy requirements. We are pleased to have you as a SoCalGas customer and want to provide you with the best possible service. If you have any questions, please contact me at (310) 413-8241.

Sincerely,

MOISES GIRON
FIELD PLANNING ASSOCIATE
3333 W THIRD STREET
LOS ANGELES,CA 90020-1602

SOUTHERN CALIFORNIA GAS COMPANY - GENERAL CONDITIONS FOR LINE EXTENSIONS

These are the general conditions under which Southern California Gas Company ("SoCalGas") will provide line extensions for Applicants.

I. COSTS

A. Estimates and Duration. The enclosed Exhibit A estimate is valid for 90 days and may be revised

after that time if the installation of gas facilities for the Project has not begun. Once SoCalGas begins the installation, the estimated cost will remain in effect for twelve (12) months. If at the end of the twelve (12) months the work is not complete, SoCalGas reserves the right to calculate its costs for the work completed, less applicable allowances, and issue a new project and Line Extension Contract for the remaining installation work. Applicants who submit a new application for gas line extension(s) on or after July 1, 2023 must pay SoCalGas the actual cost, but the estimated amount is due and payable in advance. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by SoCalGas of the actual cost. If additional monies are due, Applicant agrees to pay them within 30 days after invoice. Applicant will be responsible for costs of engineering, planning, surveying, right of way acquisition and other associated costs. Estimated and actual cost excludes Betterments and Utility Convenience.

B. Allowances. Applicant(s) receiving allowances as an offset to the installation costs are responsible for these costs and may be billed subject to the following: line extension(s) where allowances have been granted to the Applicant based on future gas load(s) must have the gas meter(s) installed and turned on with bona fide load within six (6) months for main/main and service(s) installations and twelve (12) months for service(s) only installations. These time frames commence from the date SoCalGas completed the installation of gas facilities. If Applicant fails to comply, the Applicant will be billed for the difference between estimated allowances and authorized allowances, as described in Tariff Rule Nos. 20 and/or 21. The bill amount will include Income Tax Component Contribution and Advances (ITCCA/CIAC) Tax. Applicant requested temporary service(s) are fully collectible. Refunds shall be made and calculated in accordance with Rule No. 22.

C Attorneys Fees and Offset. If SoCalGas is required to bring an action to collect monies due or to enforce any other right or remedy, Applicant agrees that SoCalGas is entitled to recover its reasonable attorneys' fees and costs. SoCalGas may withhold from any payments due Applicant any amounts Applicant owes SoCalGas.

II. INDEMNITY

A. General. Applicant shall indemnify and hold SoCalGas harmless from and against all liability (excluding only Pre-Existing Environmental Liability) connected with or resulting from injury to or death of persons, including but not limited to employees of SoCalGas or Applicant, injury to property of SoCalGas, Applicant or a third party, or violation of local, state or federal laws or regulations (excluding environmental laws or regulations) (including attorneys' fees) arising out of the performance of this Contract, except only for liability to the extent it is caused by the negligence or willful misconduct by SoCalGas.

B. Environmental. Applicant shall indemnify and hold SoCalGas harmless from and against any and all liability (including attorneys' fees) arising out of or in any way connected with the violation or compliance with of any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Project site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as a result of SoCalGas's work performed ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorneys' fees, disbursements, and other response costs. As between Applicant and SoCalGas, Applicant agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Applicant agrees that SoCalGas may stop work, terminate it, redesign the gas facilities to a different location, or take other action reasonably necessary to complete its work without incurring any Pre-Existing Environmental Liability.

C. Withhold Rights. In addition to any other rights to withhold, SoCalGas may withhold from payments due Applicant such amounts as, in SoCalGas's reasonable opinion, are necessary to provide security against all loss, damage, expense and liability covered by the foregoing indemnity provisions.

III. WARRANTY

SoCalGas requires that Applicant warrant all materials and workmanship performed by Applicant (directly or through a contractor other than SoCalGas) shall be free of all defects and fit for their intended purpose. A one-year warranty on any materials and a two-year warranty on any installation work provided are required. If Applicant's work or materials fail to conform to the warranty, Applicant shall reimburse SoCalGas for the total cost of repair and/or replacement or SoCalGas may give Applicant the opportunity to fix within a reasonable time such defect(s). Such reimbursements are non-refundable and the amount of such reimbursements may be withheld by SoCalGas and offset against refundable amounts owed Applicant, when applicable.

IV. TARIFF RULES / COMMISSION

A. This Line Extension Contract ("Contract") consists of and incorporates by reference the line extension contract letter, Exhibits A, General Conditions and all of SoCalGas's applicable tariff schedules and rules as submitted from time to time with the California Public Utilities Commission ("Commission"), including but not limited to, the Preliminary Statement and Rule Nos. 1, 2, 4, 9, 13, 20, 21 and 22. Copies of these rules may be obtained by visiting the SoCalGas' Internet site at

www.socalgas.com or by requesting copies from your SoCalGas representative.

B. This contract is at all times subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction.

C. No agent of SoCalGas has authority to make any terms or representations not contained in this Contract and the tariff schedules and Applicant hereby waives them and agrees neither SoCalGas nor Applicant shall be bound by them.

V. JOINT AND SEVERAL LIABILITY

Where two or more parties are Applicants for a Project, SoCalGas shall direct all communications, bills and refunds, when applicable, to the designated Applicant, but all Applicants shall be jointly and severally liable to comply with all terms and conditions herein.

VI. STUB EXTENSIONS

For Applicant(s) receiving allowances, stub costs are refundable only to the extent the allowances generated by stub extensions exceed the main to meter installation costs, and only for ten years from the date of the stub installation. Refunds will be made without interest, and no refund will be made in excess of the amount advanced.

VII. AUTHORIZED SIGNATURE

If Applicant is a corporation, partnership, joint venture, or a group of individuals, the subscriber hereto represents that he has the authority to bind said corporation, partners, joint venture, or individuals as the case may be.

My signature below represents my agreement and acceptance of the Project confirmation, Exhibit A and Southern California Gas Company's General Conditions For Line Extension. I acknowledge and agree that SoCalGas's cost estimates and allowances, if applicable, for this Project were based on information provided by me or my authorized representative. I further acknowledge and agree that my signature represents my/my company's agreement and understanding that subsequent changes in Project scope may affect the installation price **and further, that if allowances have been granted, an additional contribution may be required if the future loads on which the allowances were based do not materialize.**

APPLICANT: **CITY OF CARSON**

By:

_____
(Authorized Signature)

_____
(Print Name)

Address:
(Future bills, refunds, and correspondence will be mailed to the address provided)

_____

_____

_____

Title:

Telephone:

_____ _____

Date:

Social Security or Federal Tax ID No.

_____ No. _____

Date Mailed
02/05/2026

Project ID 00000303314
Application Date 11/12/2025

Exhibit A

COST AND ALLOWANCE CALCULATION (ESTIMATES)

$ 4476.58	- $ 0.00	- $ 0.00	=	$ 4476.58
Project Cost	*** Site Preparation**	**Allowance Applied**		

Advance Required (Refundable)				$ 0.00
Advance Required (Non-Refundable)				$ 4476.58
ITCCA (CIAC Tax)	$ 4476.58	**X** 24 %	=	$1074.38
Payment Received				$ 0.00
Total Amount Due				$ 5550.96

* Site preparation reimbursement for applicant provided trench will be treated per Tariff Rules 20 & 21 and payments, if any, will be based on the agreed upon price per foot times the actual footage of the trench used.

Form 3905-D, Effective 09/05 Line Extension Contract #: 00000303314-1

If paying online, go to www.socalgas.com/exhibitA. If paying by mail or in person, detach and return this portion with your payment.

Date Mailed
02/05/2026

THIS BILL IS NOW DUE AND PAYABLE

SoCalGas™

City of Carson
18620 S Broadway, BLDG A
Carson, CA 90248

NBMS Project ID 00000303314-1

PLEASE PAY THIS AMOUNT	5550.96

92000303314010000000055509620000 92 000303314 2

Line Extension Contract

Project # 303314

SoCalGas™

An Important Safety Bulletin From Southern California Gas Company

Information on Natural Gas Odorant

Dear Applicant,

You have requested natural gas service or an upsized meter to the location referenced by the project number above. **The purpose of this notice is to provide contractors who work on natural gas piping, appliances and equipment, and consumers of natural gas service with additional safety information on natural gas odorant and the potential for odor fade.**

Natural Gas Odorant: SoCalGas adheres to Department of Transportation (DOT) and California Public Utilities Commission (CPUC) rules and regulations regarding the odorizing of natural gas. SoCalGas adds an odorant to give natural gas a distinctive odor so leaks can be more readily detected. However, you should not rely on your sense of smell alone to determine if you have a gas leak. Even though a distinctive odorant is present in the gas to assist in the detection of leaks, there are a number of reasons why your sense of smell might not be enough to alert you to the presence of a natural gas leak. For example, some persons may not be able to detect the odor because they have a diminished sense of smell or are experiencing olfactory fatigue (temporary, normal inability to distinguish odor after a prolonged exposure to it). Some physical conditions, including common colds, sinus conditions, allergies, eating certain foods, inattentiveness, and the use of tobacco, alcohol, drugs and certain medications may lessen the ability to smell the odor. In addition, the odor may be masked or hidden by other odors that are present, such as cooking, damp, musty or chemical odors. And, certain conditions in pipe and soil may cause the odor to fade to undetectable levels of smell.

Natural Gas Odor fade (loss of odorant): "Odor fade" refers to the phenomenon in which physical and/or chemical processes cause the loss of odorant in natural gas so that its distinctive odor may no longer be detectable by smell. The processes that cause odor fade are adsorption, absorption, oxidation, or any combination thereof. Adsorption occurs when odorant molecules adhere to an exposed surface, such as the interior wall of a steel pipe. In absorption, odorant molecules are dissolved into or combined with another substance - such as cutting oil, pipeline liquids, or pipe thread compound - causing the odorant to have less odor. Oxidation occurs when rust or other compounds react with the odorant to change its chemical composition so that it's less odorous.

In natural gas piping systems, odor fade occurs predominantly in new steel pipe - steel pipe that has either been recently manufactured or which has not been previously used for odorized natural gas. Odor fade can also occur in previously used or existing gas pipe under certain conditions, such as where rust is present or when gas flow is limited or intermittent. Odor fade may also occur in pipe made of other materials. While it is often more pronounced in pipe installations of larger diameter and longer length, odor fade can also occur in smaller and shorter pipe configurations.

A number of factors can cause or contribute to odor fade. For example, odor fade is more likely to occur in gas piping systems using higher gas pressure, and where there is little, intermittent or no gas flow. The presence of rust, mill scale, moisture, air, cutting oil, pipe thread compound, liquids, condensates and other substances in pipe and other components of gas piping systems can cause odor fade. Care should be taken in the selection and use of pipe to be utilized in natural gas piping systems. Such systems should be designed and configured to ensure that there is a continuous flow of gas though the entire system. In addition, care should be taken in the construction of such systems or when fabricating gas pipe to prevent the introduction of substances that may contribute to odor fade.

New pipeline installations or additions of new piping segments may require the odor conditioning of the pipe before it is placed into service to prevent occurrences of odor fade. This may be accomplished by extended purges of natural gas through the pipe or by direct odorant injection. Where necessary, the gas piping system may require repeat instances of conditioning and/or modification of the system – such as by stepping down pressure or reconfiguring the piping to ensure continuous gas flow – to prevent repeat occurrences of odor fade.

If a gas leak occurs in underground piping, the surrounding soil or fresh concrete can adsorb or oxidize the odorant so that the gas no longer has an odor. As a result, gas leaking from an underground pipe may not be detectable by smell.

ODOR CONDITIONING, PURGING AND OTHER CONTROLLED RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS.

Project # 303314

Signs of a Natural Gas Leak: In addition to the distinctive odor of natural gas, other signs of a gas leak may include: a damaged connection to a gas appliance; an unusual sound such as a hissing, whistling or roaring sound near a gas appliance or pipeline; dead or dying vegetation in an otherwise moist area over or near pipeline areas; a fire or explosion near a pipeline; dirt or water being blown in the air. Bubbling pools of water on the ground; or an exposed pipeline after an earthquake, fire, flood or other natural disaster.

Purges and Other Planned Releases of Natural Gas: Purging of gas lines, blow-downs and other planned releases of natural gas should only be performed by qualified gas professionals. Such gas release operations should only be performed in well-ventilated areas or by safely venting the contents of gas lines and equipment to the outside atmosphere away from people, animals, structures and sources of ignition. All possible ignition sources should be extinguished before and during such operations. Consider using gas detection equipment during all gas release operations to prevent gas from accumulating and creating a combustible or hazardous atmosphere.

DO NOT RELEASE THE CONTENTS OF A GAS LINE INTO A CONFINED SPACE

The National Fuel Gas Code, the California Plumbing and Mechanical Codes, applicable Building and Safety Codes and local Departments of Building and Safety should be consulted for more information and before gas release operations begin. When installing gas appliances and/or equipment, the manufacturer's instruction manual should be followed in conjunction with the local code authority.

ANY RELEASE OF NATURAL GAS PRESENTS THE POTENTIAL FOR EXPLOSION AND FIRE THAT COULD RESULT IN SERIOUS INJURY AND DEATH. PUGING AND OTHER RELEASES OF NATURAL GAS SHOULD ONLY BE PERFORMED BY QUALIFIED GAS PROFESSIONALS AND REQUIRES THE EXERCISE OF EXTREME CAUTION.

Please be sure to provide this letter to and discuss its contents with those that will be using natural gas at this location as well as to the design professionals, contractors, and others working with you or on your behalf to design, install, place into service, maintain, replace and/or repair the consumer's gas piping, regulators, appliances, fixtures, equipment and apparatus.

If you have any questions or concerns regarding any of the above, or require further assistance, please contact a licensed, qualified professional. You may also visit our website at www.socalgas.com/stay-safe for more information.

In order to proceed with your project, please print your name and provide your signature and date on the provided lines below, acknowledging receipt of this safety bulletin. Please return the signed letter in the envelope provided.

We appreciate this opportunity to serve you.

SOUTHERN CALIFORNIA GAS COMPANY

_____

(Name)

_____ _____

(Signature) (Date)

Applicant signature acknowledges receipt of this notice

2/5/2026

SoCalGas™

Assigned SoCalGas Planning Representative
Name: *MOISES GIRON*
Email: *MGIRON@SOCALGAS.COM*
Address: *3333 W THIRD STREET*
City/ST/Zip: *LOS ANGELES CA 90020 1602*
Phone: *(310) 413-8241*
Fax: -

Applicant & Project Information

Name:	City of Carson
Address:	18620 S Broadway, BLDG A Carson CA 90248
Project Location:	18601 S MAIN ST.
Project #:	303314
Tract #:	0
Lots:	0

Subject: Meter Location Compliance Agreement

At SoCalGas, Public Safety is essential to our business as we strive to maintain the safe delivery of natural gas via legislative and regulatory compliance.

To support our goal, SoCalGas requires that meter set assemblies have the appropriate separation and clearances as outlined in the diagrams on the following pages.

City of Carson agrees to the following:

1. Meter locations for residential projects must comply with Diagram A & A1 or Diagram B. Meter locations for non-residential projects must comply with Diagram C & C1 or Diagram D.
2. Meter location changes must be approved by SoCalGas prior to acceptance.
3. Locations found out of compliance must be corrected prior to meter installation at the builder/applicant's cost
4. SoCalGas is not responsible for any delays or costs related to locations that are not compliant with the Diagrams.

Thank you for your cooperation. If you have any questions, please contact me at: (310) 413-8241

MOISES GIRON
SoCalGas Planner

Agreed to:

Name: City of Carson _____

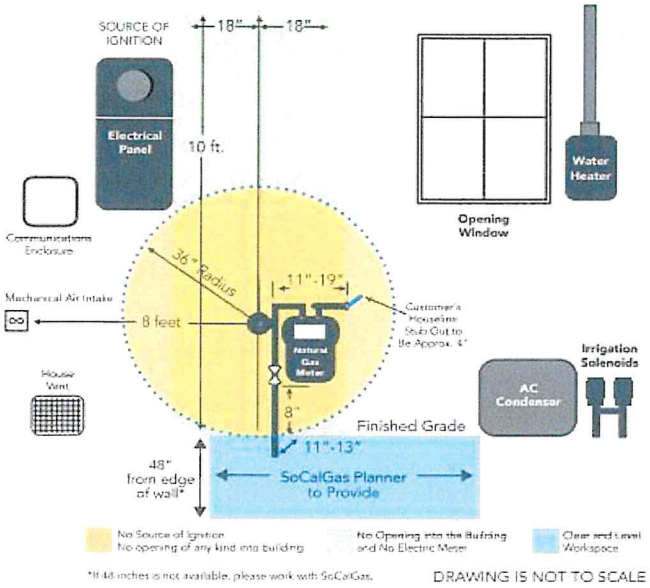
Contact: _____

Title: _____

Signature: _____

Date: _____

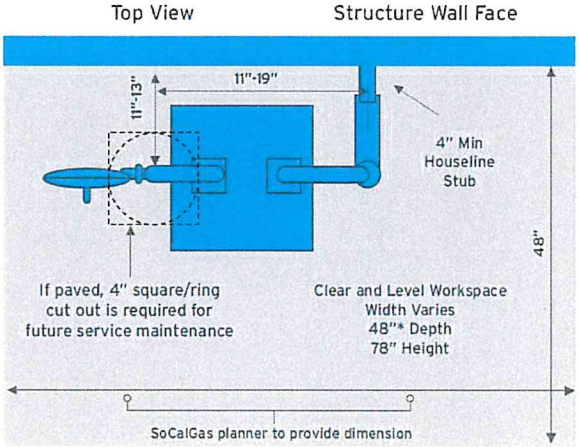
DIAGRAM A - FRONT VIEW, SINGLE METER (RESIDENTIAL)



Note(s):

1. Size and dimensions vary. Drawings are not to scale.
2. Meters and piping must be protected from vehicular damage, corrosive environments, and other safety related issues.
3. Meters cannot be placed under a carport roof, awning, enclosure, or any overhang larger than a standard eave, without prior approval of SoCalGas.
4. Meters are not to be installed behind solid walls, fences, or gates without SoCalGas access.
5. Required for Single Residential Meters,
   - Houseline is located 11" to 19" from natural gas riser — varies based upon load
   - SCG typically installs risers at 11" to 13" out from building
6. All Sources of Ignition shall be located more than 3 radial feet from regulator vent point of termination, per National Fuel Gas Code (NFPA) 54. Electric meters are also not permitted in the No Opening into the Building zone. Sources of ignition include, but are not limited to: electric meter, electrical outlet (explosion proof electric outlets excluded), air conditioner condenser, communications enclosure, cable box, telephone box, irrigation solenoids, and any other electrically-powered device.
7. Only fixed non-opening windows can be installed within 18" from either side of the regulator vent point of termination and 10 feet high from finished grade.
8. Mechanical air intake cannot be within 8 horizontal feet from regulator vent point of termination. Examples include, but are not limited to, window air conditioners/ fans, swamp coolers.
9. SoCalGas operates with multiple CPUC-governed electric service providers (PG&E, Southern California Edison, San Diego Gas & Electric Company) as well as several municipal electric service providers (LADWP, City of Anaheim, City of Glendale, etc.) each of which has unique and conflicting meter clearance requirements. It is the responsibility of the Applicant to adhere to the requirements of their local electric service providers which may mean greater separation from SoCalGas meters.
10. A clear and level workspace, as shown in Figure 18, is required. SoCalGas highly discourages the installation of any underground openings, such as but not limited to a utility box or vault or a planter, in the area designated as "Clear and Level Workspace," especially directly in front of the meter and riser, as it can prohibit future maintenance of our facilities.

DIAGRAM A1 - TOP VIEW, SINGLE METER (RESIDENTIAL)



*If 48 inches is not available, please work with SoCalGas.

303314

DIAGRAM B - FRONT VIEW, MULTIPLE METERS (RESIDENTIAL)

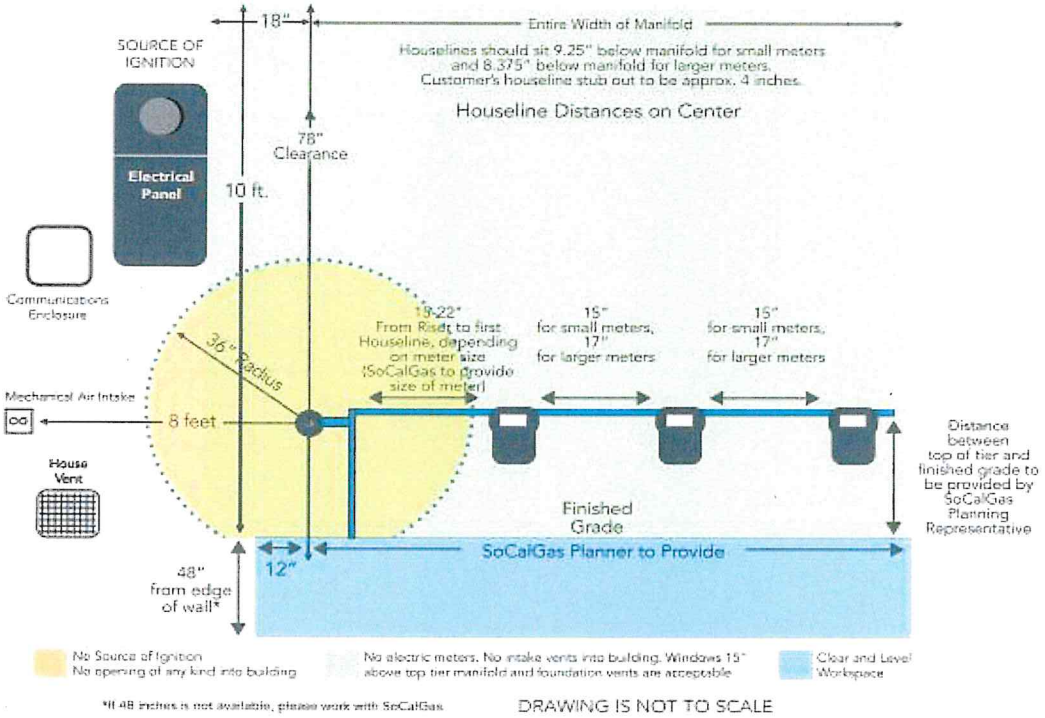
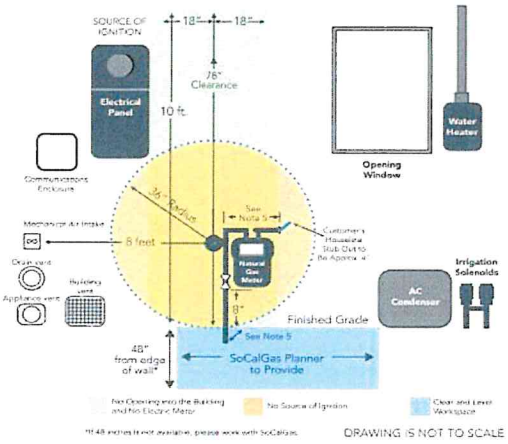


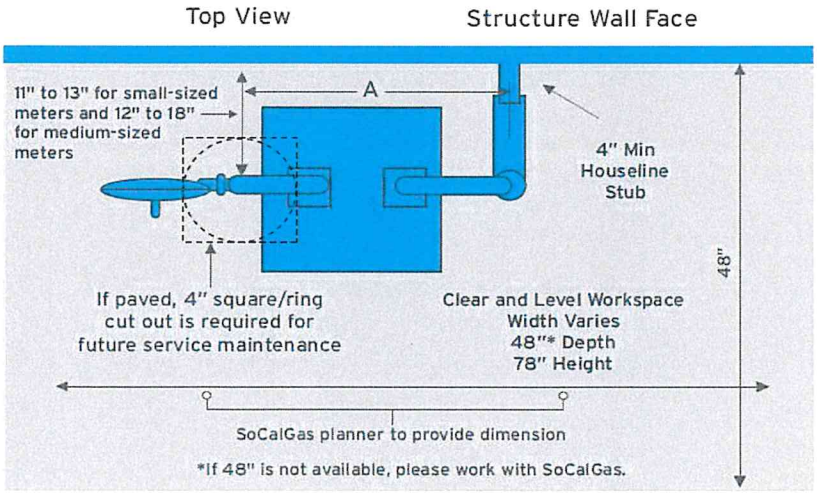
DIAGRAM C - FRONT VIEW, SINGLE METER



Note(s):

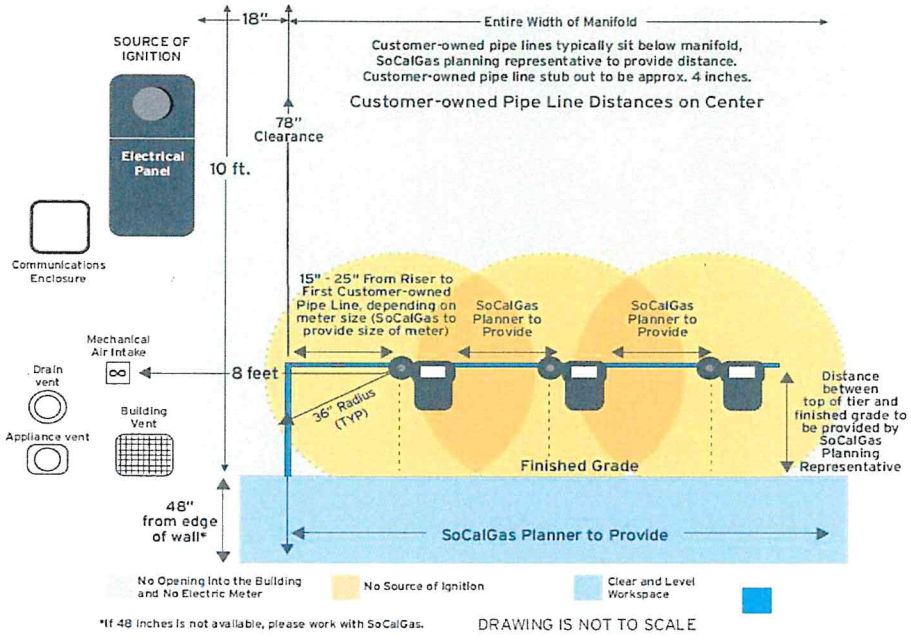
1. Size and dimensions vary. Drawings are not to scale.
2. Meters and piping must be protected from vehicular damage, corrosive environments, and other safety related issues. Meter protection is required where aboveground meter set assemblies (MSA) are within 3 feet of driveways, roadways, alleys, parking stalls, wheel bumpers, trash collection areas and areas where industrial equipment (forklifts, loaders, etc.) may operate.
3. Meters cannot be placed under a carport roof, awning, enclosure, or any overhang larger than a standard eave, without prior approval of SoCalGas.
4. Meters are not to be installed behind solid walls, fences, or gates without SoCalGas access.
5. Required for Single Non-residential Meters,
   - Customer-owned line is typically located 12" to 50 3/4" from natural gas riser [up to 100" for 5PSIG, up to 136" or more for higher elevated pressures] - varies based upon load and delivery pressure
   - SCG typically installs risers at 11" to 13" out from building for small-sized meters and 12" to 18" out from building for medium-sized meters.
6. All Sources of Ignition shall be located more than 3 radial feet from regulator vent point of termination, per National Fuel Gas Code (NFPA) 54. Electric meters are also not permitted in the No Opening into the Building zone. Sources of ignition include, but are not limited to: electric meter, electrical outlet (explosion proof electric outlets excluded), air conditioner condenser, communications enclosure, cable box, telephone box, irrigation solenoids, and any other electrically-powered device.
7. Only fixed non-opening windows can be installed within 18" from either side of the regulator vent point of termination and 10 feet high from finished grade.
8. Mechanical air intake cannot be within 8 horizontal feet from regulator vent point of termination. Examples include, but are not limited to, window air conditioners/fans, swamp coolers.
9. SoCalGas operates with multiple CPUC-governed electric service providers (PG&E, Southern California Edison, San Diego Gas & Electric Company) as well as several municipal electric service providers (LADWP, City of Anaheim, City of Glendale, etc.) each of which has unique and conflicting meter clearance requirements. It is the responsibility of the Applicant to adhere to the requirements of their local electric service providers which may mean greater separation from SoCalGas meters.
10. A clear and level workspace, as shown in Figure 21, is required. SoCalGas highly discourages the installation of any underground openings, such as but not limited to a utility box or vault or a planter, in the area designated as "Clear and Level Workspace," especially directly in front of the meter and riser, as it can prohibit future maintenance of our facilities.
11. SoCalGas has restrictions on installing certain meter types for non-residential projects. These restrictions exist for meters known as "AC 630," "AC 800".

DIAGRAM C1 - TOP VIEW, SINGLE METER (NON-RESIDENTIAL)



A Typically 12" to 50 3/4" for delivery pressure of 8" water column [up to 100" for 5PSIG, up to 136" or more for higher elevated pressures] - varies based upon load and delivery pressure

DIAGRAM D - FRONT VIEW, MULTIPLE METERS (NON-RESIDENTIAL)



Additional Note(s):

1. Size and dimensions vary. Drawings are not to scale.
2. Meters and piping must be protected from vehicular damage, corrosive environments, and other safety related issues. Meter protection is required where aboveground meter set assemblies (MSA) are within 3 feet of driveways, roadways, alleys, parking stalls, wheel bumpers, trash collection areas and areas where industrial equipment (forklifts, loaders, etc.) may operate. Openings to buildings, such as doors and windows, must not hit SoCalGas meters and piping when swung open.
3. Meters cannot be placed under a carport roof, awning, enclosure, or any overhang larger than a standard eave, without prior approval of SoCalGas.
4. Meters are not to be installed behind solid walls, fences, or gates without SoCalGas access.
5. A clear and level workspace is required 12" from the regulator vent point of termination on one side, and for the entire width of the manifold (up to 50 feet) on the other, a minimum of 48" from the wall face, and at least 78" height clearance for one and two tier manifolds. SoCalGas highly discourages the installation of any underground openings, such as but not limited to a utility box or vault or a planter, in the area designated as "Clear and Level Workspace," especially directly in front of the meters and riser, as it can prohibit future maintenance of our facilities.
6. All Sources of Ignition shall be located more than 3 radial feet from ALL regulator vent termination points when there is more than one regulator in the manifold, per National Fuel Gas Code (NFPA) 54. Electric meters are also not permitted in the No Opening into the Building zone. Sources of ignition include, but are not limited to: electric meter, electrical outlet (explosion proof electric outlets excluded), air conditioner condenser, communications enclosure, cable box, telephone box, irrigation solenoids, and any other electrically-powered device. SoCalGas highly discourages the installation of electrical outlet(s) behind the meter manifold.
7. Only fixed non-opening windows can be installed within 18' from one side of the regulator vent point of termination and within the entire width of the manifold on the other side, and 10 feet high from finished grade.
8. Mechanical air intake cannot be within 8 horizontal feet from regulator vent point of termination. Examples include, but are not limited to, window air conditioners/fans, swamp coolers.
9. SoCalGas operates with multiple CPUC-governed electric service providers (PG&E, Southern California Edison, San Diego Gas & Electric Company) as well as several municipal electric service providers (LADWP, City of Anaheim, City of Glendale, etc.) each of which has unique and conflicting meter clearance requirements. It is the responsibility of the Applicant to adhere to the requirements of their local electric service providers which may mean greater separation from SoCalGas meters.
10. Meter manifolds shall not be installed in an area that could be used as an emergency escape route.
11. SoCalGas has restrictions on installing certain meter types for non-residential projects. These restrictions exist for meters known as "AC 630," "AC 800".

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF A HAZARDOUS WASTE REMOVAL SERVICES AGREEMENT WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. FOR CITYWIDE HAZARDOUS WASTE COLLECTION, REMOVAL, AND DISPOSAL SERVICES (CITY COUNCIL)

I. SUMMARY

From time to time, hazardous waste spills and related incidents occur within the City and require immediate response, cleanup, removal, and proper disposal. These incidents may involve hazardous chemicals, fuel spills, contaminated materials, bodily fluids, or other unsafe substances that could pose risks to public health, safety, and the environment if not handled properly. At this time, the City does not maintain the specialized staff, certifications, equipment, or disposal capabilities necessary to perform these services in-house. As a result, the City must utilize qualified and properly licensed environmental cleanup contractors to respond to these situations.

Ocean Blue Environmental Services, Inc. (Ocean Blue) is a specialized environmental services contractor that provides hazardous waste response, cleanup, transportation, and disposal services. Ocean Blue's responsibilities include responding to emergency incidents, assessing and securing potentially hazardous areas, identifying hazardous substances, and safely removing and transporting contaminated materials to State-certified disposal facilities in accordance with applicable environmental regulations. Ocean Blue currently provides similar hazardous waste cleanup and emergency response services for the City of Santa Fe Springs. Pursuant to the City of Carson Municipal Code, the Purchasing Manager may authorize the City to "piggyback" onto another public agency's competitively bid contract when that procurement process meets the City's purchasing requirements. By utilizing the existing contract between the City of Santa Fe Springs and Ocean Blue, the City of Carson is able to obtain the same pricing, terms, and service structure that were established through Santa Fe Springs' competitive bidding process.

Consequently, staff is requesting that the City Council approve a Hazardous Waste Removal Services Agreement with Ocean Blue Environmental Services, Inc. for a five-year term and a total contract amount not-to-exceed $375,000. Under the proposed agreement, Ocean Blue would provide on-call emergency hazardous waste response services and scheduled citywide hazardous waste collection, removal, transportation, cleanup, and disposal services throughout the City of Carson.

II. RECOMMENDATION

TAKE the following actions:

1. REAFFIRM the waiver of the formal bidding process pursuant to the piggybacking provisions of the Carson Municipal Code, as authorized under Article 2, Chapter 6, Section 2611(f); and,
2. APPROVE a Hazardous Waste Removal Services Agreement with Ocean Blue Environmental Services, Inc. for the provision of on-call emergency hazardous waste response services and scheduled citywide hazardous waste collection services, for a five-year term and a total contract amount not-to-exceed $375,000 (Exhibit No. 1); and,
3. AUTHORIZE the Mayor to execute the Agreement with Ocean Blue Environmental Services, Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT AUTHORIZE the Purchasing Manager to utilize the piggyback procurement method permitted under Article 2, Chapter 6, Section 2611(f) of the Carson Municipal Code.
2. DO NOT APPROVE a Hazardous Waste Removal Services Agreement with Ocean Blue Environmental Services, Inc.
3. TAKE any other action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

From time to time, the City of Carson experiences incidents involving the illegal dumping or release of hazardous waste within public streets, alleys, sidewalks, and other public rights-of-way. These incidents may include hazardous material (hazmat) spills, biohazard cleanups involving bodily fluids, and the cleanup and remediation of homeless encampments where hazardous or unsafe materials are present. These situations require specialized handling, trained personnel, and certified disposal methods to ensure the health and safety of the public, City staff, and the environment. The City does not maintain in-house staff or equipment to perform hazardous waste removal services. As a result, these services must be contracted to a State-certified vendor with the proper training, licenses, equipment, and certifications necessary to safely collect, transport, and dispose of hazardous materials in accordance with federal, state, and local regulations.

Ocean Blue Environmental Services, Inc. (Ocean Blue) is proposed to provide hazardous waste collection, removal, cleanup, transportation, and disposal services for the City on an as-needed and emergency response basis. These services are important to help prevent environmental contamination and public health risks that may result from improperly discarded trash, chemicals, fluids, debris, contaminated materials, or other hazardous substances requiring specialized handling and disposal. Ocean Blue has previously provided similar services for the City and has performed successfully and professionally in this capacity. The company's prior work has included responding to hazardous incidents, securing impacted areas, performing site cleanup activities, removing hazardous and contaminated materials, and properly transporting and disposing of collected waste materials in accordance with applicable laws and regulations.

On July 23, 2024, the City of Santa Fe Springs released a Request for Proposals (RFP) for Hazardous Waste Removal Services through the PlanetBids procurement system. Local and regional vendors were notified of the solicitation, and the RFP closed on August 29, 2024, with fourteen (14) firms submitting proposals. The proposals were reviewed and evaluated by a selection committee consisting of staff from the City of Santa Fe Springs Police Services and Public Works Department. Proposals were evaluated based on several factors, including the company's experience and qualifications, staffing and project organization approach, reference checks, proposed pricing, and responsiveness to the requirements outlined in the RFP. Following completion of the competitive proposal process, the City of Santa Fe Springs entered into an agreement with Ocean Blue on November 12, 2024, for hazardous waste removal and emergency cleanup services. Under that agreement, Ocean Blue provides services including emergency hazardous material response, sewer and storm drain system response, hazardous waste handling and disposal, and other specialized environmental cleanup services in compliance with all applicable federal, state, county, and local laws and regulations.

Article 2, Chapter 6, Section 2611(f) of the City's Municipal Code allows the City to waive its own formal bidding process and "piggyback" onto another public agency's competitively bid contract, provided the original contract was awarded through a process that meets the City's purchasing standards. The City's Purchasing Department has reviewed the City of Santa Fe Springs procurement process and determined that it satisfies the City of Carson's purchasing requirements. Accordingly, the Purchasing Manager supports use of the Santa Fe Springs contract through a purchasing waiver, attached as Exhibit No. 2. Under the proposed agreement, Ocean Blue would provide hazardous waste removal and emergency response services for a variety of situations within the City, including but not limited to removal of used oil, automotive batteries, diesel fuel spills, bodily fluids associated with vehicle accidents or law enforcement incidents, City-generated hazardous waste such as fluorescent light bulbs, aerosol cans, and household batteries, as well as hazardous waste cleanup associated with homeless encampment remediation activities.

Consequently, staff is requesting that the City Council reaffirm the waiver of the formal bidding process pursuant to Section 2611(f) of the Municipal Code and approve a Hazardous Waste Removal Services Agreement with Ocean Blue Environmental Services, Inc. for a five-year term in an amount not-to-exceed $375,000. The agreement will allow the City to continue responding quickly and safely to hazardous waste incidents and emergency cleanup situations throughout the community.

V. FISCAL IMPACT

The proposed agreement with Ocean Blue Environmental Services, Inc. has a total not-to-exceed contract amount of $375,000 over a five-year term. For the current Fiscal Year 2025-2026, approximately $30,000 is anticipated to be needed to support hazardous waste removal and emergency response services. Funding for the current fiscal year is already included in the adopted FY 2025-2026 Operating Budget within the Hazardous Waste Disposal Professional Services Account No. 101-80-840-279-6035. Funding for the remaining years of the agreement will be requested and considered as part of the City's annual budget development and adoption process in future fiscal years.

VI. EXHIBITS

1. Ocean Blue Hazardous Waste Removal Contract
2. Ocean Blue Purchasing Waiver

Attachments

Exhibit 1. Ocean Blue Agreement for Services - Piggyback

Exhibit 2. Ocean Blue Purchasing Waiver

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

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 OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

A. The City seeks to piggyback off that certain Services Contract dated November 12, 2024 between Consultant and the City of Santa Fe Springs entered into pursuant to the City of Santa Fe Springs Request for Proposals No. 25-1 dated July 23, 2024 for As-Needed Encampment Abatement and General Clean-Up Services for removal and cleaning of large items, biohazardous materials, and other illegally dumped waste materials ("Santa Fe Springs Contract").

B. Pursuant to Section 2611(f) of the City's Municipal Code, the City is authorized to enter into this Agreement by piggybacking off the Santa Fe Springs Contract, as determined by City's Purchasing Manager. City's regulations permit piggybacking at the same or better prices than those reflected in Santa Fe Springs Contract.

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 **Three Hundred Seventy Five Thousand Dollars ($375,000)** ("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 five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Justin Lee, President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Robin Wilson, Public Works Programs Administrator, 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 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 other 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) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) 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 be subject to all of the requirements stated herein.

(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, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. 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 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.

7.5 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 by City therefor.

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

_____
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:

OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation

By:_____
Name: Justin Lee
Title: President

By:_____
Name: Moonho Lee
Title: CFO
Address: 925 W. Esther Street
Long Beach, CA 90813

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.

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.

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☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

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

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant (sometimes, "Contractor") will perform the following Services on an on-call basis:

a. Waste Management

i. Turnkey site clean-up and illegal dumping abatement services for removal and cleaning of large items, biohazardous materials, and other illegally dumped waste materials.

ii. This includes the removal & excavation of contaminated debris, laboratory packing of chemicals, packaging and consolidating hazardous materials, identifying and packaging unidentified materials, characterizing and profiling of waste, and transportation.

iii. All waste is identified, separated, consolidated & packaged into proper shipping containers. Waste oil, oil filters, used & mixed fuels, lightbulbs, electronic waste, batteries and oily debris are sent to local TSDFs (preapproved by our waste router) for disposal/recycling. Once the waste area is cleaned, Consultant replaces the container's waste labels and records the new waste accumulation start dates. The proper storage & labeling of drums is vital to maintaining DTSC compliance. Additionally, Consultant removes used absorbent and replaces it with new absorbent material, pressure washes the interior & exterior, and any possible remaining stains in the vicinity.

b. Services will primarily occur during daytime hours, Monday through Friday, 7:00 a.m. – 4:00 p.m., excluding holidays. Occasionally, urgent or emergency services may be required outside this timeframe. Although services will be on an on-call basis, the City will try to schedule at least forty-eight (48) hours before the service date.

c. Support services may include services in addition to site clean-up, such as the assembly and dismantling of temporary structures, staging, removal, relocation, and transportation of items and materials for the City.

d. Sites will be identified individually. The City will try to cluster multiple sites as part of a single work request. Sites may include areas under structures (e.g., bridges), open areas, vegetated ground cover in Caltrans right-of-way, abandoned structures (e.g., houses, sheds, outbuildings), scrap material, and similar locations. If the Consultant is equipped to provide confined space entry, site locations may occasionally require confined space entry clean-up. Property may be public or privately owned. The City will be responsible for giving access to the site; however,

the contractor will be required to coordinate all necessary permits as needed, including Caltrans permits.

e. The site supervisor and worker(s) shall be trained and certified in handling and disposing of hazardous materials. If requested, the Consultant must provide copies of any applicable training records, certifications, and licenses required to perform this work.

f. Before accessing any site that may be occupied, law enforcement personnel designated by the City will clear it of occupants.

g. For more extensive work requests requiring more than four (4) hours of labor, the Consultant is expected to conduct a site assessment to identify the estimated number of personnel, labor hours, subcontractor costs, equipment and material costs, and disposal costs. This information will be provided to the City. The assessment can be conducted in a manner that is mutually agreed upon by the City and contractor (e.g., in-person, remotely using video conferencing or site photos).

h. Duties and Responsibilities of the Consultant

i. Clean-up duties will include surveying sites, collecting debris, dismantling temporary structures, and removing trash and human waste.

ii. Disposal will be at a site permitted to accept such materials. As part of the response to this request, the Consultant is expected to provide proof of having access to such a facility.

iii. Consultant will supply all labor, materials, tools, protective clothing and gear, and equipment required or needed to perform the work; handle, remove, dismantle, transport, and dispose of waste and materials, and leave a clean site.

iv. Consultant will coordinate with the City site-by-site to determine the work order for each illegal dumping clean-up. The work order will establish the site start date, estimated work timeframe, staging areas, traffic control if required, and the name of the onsite representative.

v. Consultant will supervise and manage crews and subcontractors and ensure all necessary safety procedures are followed. This individual will serve as the City's point of contact.

vi. Consultant will photograph each site before and after cleaning and provide the City with an electronic copy of each photograph. Consultant shall notify the City when the work is complete and provide a clean-up report for each site.

vii. Consultant will follow best practices and work procedures to safely manage any hazardous materials found on the job site, including urine, feces, solid personal hygiene items, syringes, and other materials that could pose a health threat.

viii. If any weapons or evidence of a crime are found, the Consultant will immediately contact the Carson Police Department and the City's Contract Officer.

ix. Consultant will always perform work in a timely and efficient manner, as well as in a courteous and business-like manner.

x. Consultant will properly handle and dispose of solid and hazardous waste in accordance with all applicable laws.

i. City's Responsibilities

i. City will contact the Consultant by phone or e-mail to initiate a work request with a minimum forty-eight (48) hours' notification of the start time of a clean-up project, except in emergencies.

ii. City will identify the site address(es) or parcel(s).

iii. City will provide services to ensure security during clean-up upon request.

iv. City's Contract Officer shall serve as a point of contact for reviewing work requests, authorizing work, and addressing issues and questions.

j. Safety and Training Requirements

i. Consultant will comply with all safety rules, protocols, and licensing requirements mandated by the State of California.

ii. Work may be performed in inclement weather. Job sites can be in heavy foliage, steep embankments, next to train tracks, and other areas requiring alertness to the environment and preplanning to prevent injury or illness. Consultant will assess hazards and provide all necessary training and supplies.

iii. Consultant will be OSHA-certified to operate any heavy equipment required to complete the illegal dumping clean-up work, including trash compactors, bulldozers, graders, or other ground-moving equipment.

iv. Consultant will conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California. Consultant will provide all safety equipment and materials and

will supply training as required. Consultant will provide its employees with appropriate safety apparel and equipment, including, but not limited to, personal protective clothing, hardhats, safety glasses, safety harnesses, vests, gloves, and leather (or adequately puncture-resistant) boots.

v. Consultant will be trained annually in OSHA's Bloodborne Pathogen Standards. This training must be supplemented with precautions regarding relevant vector-borne and airborne diseases. Employees must have work procedures to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials that could pose a health threat. They must wear personal protective equipment and follow established protocols for this situation. Consultant will coordinate the disposal of these wastes and syringes.

vi. Consultant will provide copies of any training records and licenses required by the City upon request.

k. Emergency/Urgent Services

i. City may require an urgent/emergency clean that requires Consultant to respond within four (4) hours of receiving a notification.

l. Found Property Protocol

i. City and Consultant shall put in place a mutually agreed upon process for any personal property found during the performance of services. This includes but is not limited to, tents, backpacks, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, currency, and clean clothing.

Special Requirements:

A. All applicable regulations shall apply, including but not limited to the following: Federal (40 CFR RCRA & CERCLA and US DOT 49 CFR), State (CCR Title 22 Division 4.5, Environmental Health Standards for the Management of Hazardous Waste) and local laws and regulations.

B. All waste treatment, storage, recycling and/or disposal facilities shall be licensed and permitted, in accordance with all applicable laws and regulations, to handle the wastes designated for delivery to the facility.

C. All applicable standards of the California Highway Patrol, U. S. Environmental Protection Agency and the U. S. Department of Transportation (DOT) shall apply, including drug and alcohol testing for Class "A" Drivers.

D. Contractor shall assure that all work performed under this contract is in accordance with the laws of each and every state in which work is to be performed.

E. Safe completion of all work is of paramount importance to the City. The Contractor shall do all work in a safe manner to satisfactorily complete the job, shall comply with the Codes and Standards of the Occupational Safety and Health Act (OSHA), and shall meet the all required training standards including 40CFR, 49CFR, 22CCR and applicable local requirements.

F. Trucks and Equipment: Vehicles including vacuum trucks must be constructed inspected and maintained to meet D.O.T. specifications and requirements.

II. Consultant shall perform any on-call services requested in this Agreement in accordance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

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

As detailed in Section I. above.

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

As directed by City's Contract Officer.

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

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

a. Hazmat Project Manager

b. Hazmat Supervisor

c. Hazmat Lead Technician

d. Equipment Operator

e. Technician

f. ILWU (Int. Longshore & WHSE Union) Tech

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 schedule and rates, which will include any and all expenses:

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM, and all day on Saturdays

Premium Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

New Year's Day
Martin Luther King, Jr.'s Birthday
Veterans Day
Fourth of July
Day after Thanksgiving
Christmas Day
Labor Day
Presidents Day
Memorial Day
Thanksgiving Day
Columbus Day

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

DISPOSAL AND OUTSIDE COSTS

All disposal, services, non-heavy equipment rentals, and materials not on the rate sheet will be billed at cost plus a twenty percent (20%) handling charge. Heavy equipment rental will be billed at cost plus twenty five percent handling charge due to high liability cost.

PREVAILING WAGE

An additional $45 per hour will be added to personnel and equipment with operator rate.

PAYMENT TERMS

All terms are net-thirty (30) days upon receipt of invoice, unless previous arrangements have been made. All emergency response work for non-established customers is C.O.D.

1. HAZARDOUS WASTE-TRAINED PERSONNEL

CLASSIFICATION	HOURLY RATE STRAIGHT TIME	OVER-TIME	PREMIUM TIME
PROJECT MANAGER	132.60	173.80	173.80
SUPERVISOR	102.20	121.80	139.40
LEAD TECHNICIAN	70.70	103.00	134.60
EQUIPMENT OPERATOR	67.80	102.20	130.60
TECHNICIAN	63.90	90.30	117.80
ILWU (INT. LONGSHORE & WHSE UNION) TECH	89.40	133.60	179.70

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

	HOURLY RATE
UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	56.00
GEAR TRUCK W/ LIFTGATE	56.00
EMERGENCY RESPONSE UNIT - LARGE	260.20
EMERGENCY RESPONSE UNIT - SMALL	180.80
VACUUM TRAILER - 20 BBL	60.90
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	149.30
VACUUM TRUCK - 120 BBL*	170.90
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	193.50
AIR EXCAVATOR*	149.30
OMNI VAC - 85 BBL*	277.00
JETTER / VACTOR COMBO UNIT*	277.00
ROLL-OFF TRUCK*	149.30
ROLL-OFF TRUCK AND TRAILER*	170.90
TRASH COMPACTOR*	208.20
45' BOX VAN*	149.30
45' FLAT BED*	149.30
25' EQUIPMENT TRAILER	39.30

"*" DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL $29.00 PER HOUR FOR OVERTIME AND $39.00 PER HOUR FOR PREMIUM TIME.

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	152.20	DAILY
6-PACK BREATHING AIR BOTTLES	305.40	DAILY
5-MINUTE EGRESS AIR BOTTLE	43.30	DAILY
TRIPOD W/DOUBLE WINCHES	273.00	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	39.30	DAILY
COPPUS BLOWER	221.00	DAILY
4-GAS AIR MONITOR	335.00	DAILY
PID METER	463.50	DAILY
MERCURY VAPOR ANALYZER	580.50	DAILY
OVA MONITOR	405.60	DAILY
PERSONAL 4 GAS METER	277.00	DAILY
ELECTRIC BLOWER	161.80	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	248.60	DAILY
PORTABLE DECON STATION W/ARROWBOARD	332.10	DAILY
BARRICADES W/ REFLECTORS, EACH	36.40	DAILY
DELINEATOR/REFLECTIVE, EACH	2.00	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	17.80	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	3.00	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	41.30	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	47.10	HOURLY
CHEMICAL DIAPHRAGM PUMP	348.70	DAILY
DIAPHRAGM PUMP	249.50	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	1.00	DAILY
LAYFLAT HOSE (PER FOOT)	1.00	DAILY
INTRISICALLY SAFE PUMP FOR FUEL TANKS	121.80	DAILY
PRESSURE WASHER - 1,000 PSI 22 GPM	78.60	HOURLY
PRESSURE WASHER - 3,500 PSI 6 GPM	67.80	HOURLY
ENGINE DRIVEN PUMPS	572.20	DAILY
PORTABLE TRASH PUMP	232.70	DAILY
SUBMERSIBLE PUMP	206.30	DAILY
AIR SCRUBERS PORTABLE	193.50	DAILY
HEPA FILTERS FOR SCRUBBERS	144.40	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	221.00	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	28.50	DAILY
20-YARD BIN, CLOSED TOP	34.30	DAILY
40-YARD BIN, OPEN TOP	28.50	DAILY
40-YARD BIN, CLOSED TOP	36.40	DAILY
4" TANK MANIFOLD	21.60	DAILY
BIN LINERS	89.90	EACH

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	232.70	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	173.80	DAILY
BOOM 8"x12" (DEPLOYED)	2.00	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	1.00	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	149.30	HOURLY
22' x 8' SELF POWERED BARGE	100.20	HOURLY
19' TOOL SPILL BOAT W/90HP	100.20	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	83.50	HOURLY
12' PUNTS	39.30	HOURLY
12' PUNTS W/ 5HP MOTOR	49.00	HOURLY
SPLASH ZONE 2-PART SEALER	182.60	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	16.60	DAILY
15 LBS ANCHORS W/ 10' CHAIN	11.80	DAILY

24" BOEYS	16.60	DAILY
ROPE MOP SKIMMER	173.80	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	232.70	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	70.70	HOURLY
SKIMMER TRAILER	232.70	DAILY
ABSORBENT BOOM TRAILER	173.80	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	303.40	DAILY
FORKLIFT TRAILER	110.10	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	76.00	EACH
15 GALLON DOT DRUM, POLY	76.00	EACH
16 GALLON DOT DRUM, STEEL	76.00	EACH
20 GALLON DOT DRUM, STEEL	76.00	EACH
30 GALLON DOT DRUM, POLY	76.00	EACH
30 GALLON DOT DRUM, STEEL	76.00	EACH
5 GALLON DOT DRUM	20.60	EACH
55 GALLON DOT DRUM, POLY	68.80	EACH
55 GALLON DOT DRUM, STEEL	67.80	EACH
55 GALLON DOT DRUM, BIO	44.10	EACH
85 GALLON DRUM, OVERPAK, STEEL	280.00	EACH
95 GALLON DRUM, OVERPAK, POLY	280.00	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	86.40	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	86.40	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	41.30	PER GALLON
BLEACH	5.00	PER GALLON
CHEMICAL POLY TOTES	358.40	EACH
CHLOR-D-TECT Q4000	20.60	EACH
CITRI-CLEAN, 55 GALLON	928.20	PER DRUM
DIESEL FUEL (EQUIPMENT)	6.00	PER GALLON
DRUM LINER	3.00	EACH
DUCT TAPE	6.80	PER ROLL
FACE SHIELD	14.70	EACH
HAND AUGER	97.30	DAILY
HEPA VACUUM FILTER PROTECTORS	22.60	EACH
HEPA VACUUM REPLACEMENT BAGS	22.60	EACH
OIL SORBENT POM POMS	63.90	PER BALE
PLASTIC BAGS	83.50	PER BOX
PLASTIC SHEETING	83.50	PER ROLL
RAGS, 50 LB BOX	75.70	PER BOX
ROPE 1/2 POLY, 100' ROLL	36.40	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	41.30	PER ROLL
SAMPLE JARS - 1QT	14.70	EACH
SAND BAGS	3.80	EACH
SHRINK WRAP	34.30	ROLL
SIMPLE GREEN	14.70	PER GALLON
SODA ASH	6.80	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	463.50	PER BALE

SORBENT BOOM, 8"x10"	60.90	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	100.20	PER BALE
SUPERFINE, 25 LB BAG	20.60	PER BAG
TRIWALL BOXES	173.80	EACH
VACTOR FLEX HOSE 4"	2.00	PER FOOT
VACTOR FLEX HOSE 6"	3.00	PER FOOT
4' LIGHT TUBE CARDBOARD DRUM	92.20	EACH
8' LIGHT TUBE CARDBOARD DRUM	71.80	EACH

9. TOOLS AND OTHER EQUIPMENT

CHEST WADERS	68.80	DAILY
CHIPPING GUNS	134.80	DAILY
CUTTING TORCH	167.90	DAILY
DRUM SAMPLING ROD (GLASS)	7.90	EACH
DRUM VACUUM - 55 GALLON	133.60	DAILY
EXTENSION LADDER	35.90	DAILY
FORK LIFT	245.50	DAILY
GENERATOR, 10KV TRAILER MOUNTED	39.30	HOURLY
GENERATOR, 5500 WATTS	179.80	DAILY
HAND TOOLS	59.00	DAILY
HAND WASHING STATION	56.00	DAILY
HAZ-CAT KIT	22.60	PER TEST
HEAVY DUTY JETTER NOZZLES	263.20	DAILY
HEPA VACUUM (DRY)	173.80	DAILY
HIP WADERS	59.00	DAILY
HUDSON SPRAYER	22.60	DAILY
LIFE JACKETS	17.80	DAILY
LIGHT STAND (2 BULBS)	41.30	DAILY
LIGHT TOWER (4 BULBS)	332.10	DAILY
MEALS ON SPILLS	9.80	EACH
MERCURY VACUUM	580.50	DAILY
MOTO MIX	35.90	GALLON
NON-SPARKING COLD CUTTER / RIVET BUSTER	110.10	DAILY
NON-SPARKING COLD CUTTER TIPS	34.30	EACH
PER DIEM ALLOWANCE ON TRAVEL	182.60	DAILY
PLUG & DIKE, 1 LB CAN	28.50	EACH
POLY SIPHON (POGO) PUMP	21.60	EACH
PORTABLE RESTROOM W/SINK	173.80	DAILY
PROFILING FEE (PER WASTE STREAM)	87.40	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	46.20	DAILY
SAWZALL	92.30	DAILY
STIHL CUT OFF SAW	179.80	DAILY
4" TANK HOOK	85.40	DAILY
TYGUARD PATCH TOOLKIT	67.40	DAILY
TYGUARD PATCH (250')	809.00	PER ROLL
TYGUARD (500')	1,078.60	PER ROLL
TRANSFER HOSES, 1 - 4"	49.00	DAILY
TRUCK RAMPS (30,000 LBS)	332.10	DAILY
VAPOR TIGHT DROP LIGHTS	173.80	DAILY
VENTILATION FAN	133.60	DAILY
WATER METER	290.60	DAILY
WATER TANK TRAILER W/ PUMP	392.90	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	552.00	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSULATED SUIT, BUT NOT GAS TIGHT W/SCBA	173.80	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	75.70	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	36.40	PER SET

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 $375,000 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

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

Tasks will be continuous, ongoing and as directed by the Contract Officer.

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

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [x] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: City of Santa Fe Springs
Vendor: Ocean Blue Environmental Serv.
Contract #: 3250260
Solicitation #: RFP 25-1
Contract Effective Date: 11/12/24
Contract Expiration: 12/31/2027

Specify purchase details:

Amount: $225,000
Vendor: Ocean Blue Environmental Serv.

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

We desire to enter a general service agreement with Ocean Blue Environmental Services, Inc. to provide the collection & removal of hazardous waste & general clean-up services as-needed. They posses the necessary certifications & experience to handle hazardous materials, including chemicals, biological waste, radioactive materials, & other hazardous substances with the utmost care & expertise. Their process is tailored to each unique situation, ensuring a comprehensive & effective approach. ACCT# 101-80-840-279-6035

Authorized Department Staff:

Signature:

Date: 02/05/26

Name/Title: Arlington Rogers Director

Purchasing:

02/05/26

Rev. 0825JT

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC TO PROVIDE GRAFFITI ABATEMENT SERVICES TO THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The Public Works Department (Operations and Maintenance Division) is responsible for coordinating graffiti abatement services throughout the City. The Department's goal is to remove graffiti within 48 hours, or sooner when possible, in order to discourage vandalism, maintain the appearance of public spaces, and help protect the overall quality of life within the community. To support these efforts, the Public Works Department utilizes both City staff and a contracted graffiti removal vendor, Graffiti Protective Coatings, Inc. (GPC), to respond to graffiti-related service requests in a timely and efficient manner. Graffiti removal services include the removal or covering of graffiti from public infrastructure, walls, signs, and other affected surfaces throughout the City. The City currently maintains a seven-day-a-week graffiti abatement operation, as needed, to ensure rapid response to vandalism incidents and minimize the visibility and spread of graffiti throughout the community. Staff has determined that continued use of GPC's services is necessary to maintain the City's current level of graffiti response and abatement operations.

Consequently, staff is requesting that the City Council approve a one-year extension of the existing Contract Services Agreement with Graffiti Protective Coatings, Inc. for continued graffiti abatement services in an additional amount of $129,600. Approval of the extension would increase the total not-to-exceed contract amount to $388,800.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 2 to the Contract Services Agreement with Graffiti Protective Coatings, Inc. for continued citywide graffiti abatement services, increasing the contract amount by $129,600 for a new total not-to-exceed contract amount of $388,800 and extending the agreement term by one additional year; and,
2. AUTHORIZE the Mayor to execute Amendment No. 2 to the Agreement with Graffiti Protective Coatings, Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 2 to the Contract Services Agreement with Graffiti Protective Coatings, Inc. for graffiti abatement services.
2. TAKE any other action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

The primary purpose of the City's graffiti abatement program is to quickly remove and prevent graffiti vandalism throughout the community in order to improve the overall appearance of the City, reduce blight, support economic development, and enhance neighborhood quality of life. Prompt graffiti removal is widely recognized as an effective deterrent because it discourages repeat vandalism, helps improve community safety, and protects public and private property values.

Due to the increasing volume of graffiti incidents occurring throughout the City, staff previously determined that supplemental graffiti abatement services were necessary to support City operations and maintain rapid response times. To address this need, the City initially utilized a piggybacked contract agreement between Graffiti Protective Coatings, Inc. (GPC) and the City of Torrance. That agreement, originally executed by Torrance on July 1, 2022, allowed Carson to utilize competitively procured graffiti abatement services under the same pricing and service structure. Subsequently, on July 16, 2024, the City Council approved the City's own Contract Services Agreement with Graffiti Protective Coatings, Inc. in an amount not-to-exceed $129,600 for an initial one-year term. The agreement also included two optional one-year extensions at the City's discretion. On August 5, 2025, the City Council approved Amendment No. 1 to continue citywide graffiti abatement services and maintain timely graffiti removal operations.

To ensure graffiti removal services continue citywide, including after-hours and weekend response capabilities, staff has determined that it is necessary to exercise the final optional one-year extension of the agreement with GPC. Currently, the Public Works Department (Operations and Maintenance Division) maintains two dedicated graffiti abatement crews. Each crew operates its own graffiti removal truck and is assigned responsibility for portions of the City's four operational districts and seven maintenance zones. City crews proactively monitor neighborhoods and public areas daily, removing graffiti observed in the field while also responding to graffiti-related service requests submitted by residents and businesses. The City recently added two additional graffiti abatement trucks to the fleet, increasing the total number of dedicated graffiti removal vehicles from two to four. The additional equipment will assist in operational efficiency during normal business hours.

The supplemental services provided by GPC are intended to support City staff by maintaining rapid graffiti response capabilities after regular work hours and on weekends, when City crews may have limited availability. GPC has been particularly effective in responding quickly to graffiti at park facilities during evenings and weekends and has also provided valuable support in addressing graffiti and vandalism issues near California Department of Transportation (Caltrans) rights-of-way and adjacent areas.

In February 2026, staff met with representatives of the American Federation of State, County and Municipal Employees (AFSCME) to discuss the proposed contract extension, address any concerns, and ensure alignment regarding continued use of supplemental graffiti abatement services. Following those discussions, AFSCME concurred with the department's recommendation to proceed with the final one-year extension. Consequently, staff is requesting that the City Council approve the City's exercise of the final optional one-year extension of the Contract Services Agreement with Graffiti Protective Coatings, Inc. The additional compensation for the extension term would be $129,600, increasing the total not-to-exceed contract amount to $388,800.

V. FISCAL IMPACT

If the proposed Amendment No. 2 is approved, the Contract Services Agreement with Graffiti Protective Coatings, Inc. (GPC) for citywide graffiti abatement services will be increased by an additional $129,600. Approval of the amendment will increase the total not-to-exceed contract amount from $259,200 to $388,800. Funding for the proposed additional contract amount of $129,600 will be included in the proposed Fiscal Year 2026-2027 budget within the Graffiti Abatement Professional Services Account No. 101-80-840-109-6004.

VI. EXHIBITS

1. Original GPC Contract
2. GPC Amendment No. 1
3. GPC Amendment No. 2

Attachments

Exhibit 1. Original GPC Contract

Exhibit 2. GPC Amendment No. 1

Exhibit 3. GPC Amendment No. 2

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GRAFFITI PROTECTIVE COATINGS, INC.

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND GRAFFITI PROTECTIVE COATINGS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 7th day of August, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and GRAFFITI PROTECTIVE COATINGS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The City seeks to piggyback off that certain Contract Services Agreement between Consultant and the City of Torrance dated July 1, 2022 ("Torrance Contract"), which includes Consultant providing graffiti abatement services and other services for the City of Torrance.

B. Pursuant to Section 2611(f) of the City's Municipal Code, the City is authorized to enter into this Agreement by piggybacking off the Torrance Contract, as determined by City's Purchasing Manager. City's regulations permit piggybacking at the same or better prices than those reflected in the Torrance Contract, and Consultant has agreed to extend such pricing to the City under this Agreement.

C. 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 Twenty-Nine Thousand Six Hundred Dollars and Zero Cents ($129,600.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Barry Steinhart	General Manager
(Name)	(Title)

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____

Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

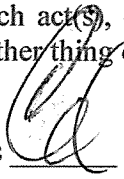
This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations,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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials 

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes

Lula Davis-Holmes, Mayor

ATTEST:

K. Bradshaw

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

GRAFFITI PROTECTIVE COATINGS, INC., a California corporation

By:_____
Name: Carla Lenhoff
Title: President

By:_____
Name: STEVEN LENHOFF
Title: CEC
Address: 419 N. Larchmont Blvd., Suite 264
Los Angeles, CA 90004

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.

KA HAWAII

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.

KA STATE OF CALIFORNIA HAWAII

CITY AND

KA COUNTY OF LOS ANGELES HONOLULU

On July 26, 2024 before me, Karen Lynn Aspera, personally appeared CARLA LENHOFF and STEVEN LENHOFF, 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.

Hawaii

KA 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: Karen Lynn Aspera

My commission expires on 05/06/2028

KAREN LYNN ASPERA NOTARY PUBLIC No. 12-146 STATE OF HAWAII

- Notary Certification below -

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

Doc. Date: 7/26/2024 # Pages: 30

KAREN LYNN ASPERA First Circuit

Doc Description: Contract Services Agreement by and between City of Lemoore and Graffiti Protective Coatings, Inc.

Karen Lynn Aspera 7/26/2024

NOTARY SIGNATURE DATE

NOTARY CERTIFICATION

KAREN LYNN ASPERA NOTARY PUBLIC No. 12-146 STATE OF HAWAII

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform for the City the graffiti abatement Services as follows:

Proposal Description

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow the City of Carson to control this problem. Graffiti Protective Coatings, Inc. specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program each technician is fully equipped and trained to remove all graffiti.

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the City are removed no matter how small including but not limited to all streets, sidewalks, private and City owned property, upper-level locations, and all objects in the City Right of Way. Parks are not part of this proposal.

Schedule of work (days, times, etc.)

GPC will be available 7 days per week, 24 hours a day, 365 days a year. The standard reactive and/or proactive work schedule will be five weekdays per week for a minimum of 1 fully equipped truck for the City of Carson. GPC will respond to emergency requests on weekends and Holidays. GPC will provide additional vehicles at no additional surcharge as needed when needed.

Identification of Work

GPC will be responding to City staff requests, hotline calls, app requests, and possibly proactive patrols of main thoroughfares and Hotspots. GPC will meet with City staff as needed to discuss work orders, schedules, and areas to be maintained.

Assignment of Work

GPC prefers to put technicians in their own exclusive and specific City/zone. Technicians that are experts in their assigned geographic area gain efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, "Hot Spots", and color matches creating better consistency; and the technicians are more accountable for the appearance of their City/zone creating higher quality. If requested, GPC will provide the City its App-Order software and a smartphone app equipped with the App-Order manager's app to City staff for instant and easy communication.

GPC's workday will start at approximately 6am so that busy thoroughfares can be cleaned safely before heavy morning traffic. Each site cleaned will be photographed and documented using App-Order. Waivers will be obtained as needed.

GPC's Carson lead service technician, upon request, will check in with City staff at a specified time to review service requests and overall operations. City staff can monitor and manage work orders via the web or on the provided manager's smartphone app.

GPC should be able to link, via a web service, GPC's App-Order electronic work order system to the City's work order system, if requested, for seamless real time data communication.

GPC custom color matches all buildings to 98% or better. GPC will maintain the formulas as well as the inventory of labeled locations. Therefore, our touch-ups will always be 100% accurate. Our custom matches will include specific coatings and bases as needed for unique finishes. Many buildings are repeatedly tagged and would be damaged if quality of the removal does not account for the repeated volume, therefore GPC takes special care to properly prep all surfaces and then professionally apply only high-quality finishes.

Additional Work and Emergencies
GPC knows from experience that it will receive special event requests and emergency calls and has a proven history of meeting those needs.

Volunteering in the Community
GPC has a proven history of participating in City clean-up events and can be counted on to volunteer staff and resources for future City events.

Response Time
GPC will be available to the City 24 hours a day, 365 days a year. No matter what the Holiday or time, emergency after-hours calls will have a response time of less than 2 hours. The emergency number is (323) 464-4472.

1) **Emergencies**- less than 120 minutes
2) **Routine**- clean immediately upon spotting graffiti
3) **Citizen or City reported incidents**- typically no more than 8 working hours (weekdays) and not to exceed 48 hours.

Training
GPC offers employees good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test, and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes.
During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has an excellent safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all our employees are trained include SDS knowledge,

driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. The quality of the removal is to be of the highest standard, and all graffiti removal must be 100% completed. Attention is directed to the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

GPC has a 100-point training program that all new employees must complete.

GPC staff will purchase supplies, services, and materials in Carson whenever possible.

Methods for removal describing materials used.
-Painting
On most previously painted surfaces (apart from *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces), the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6" mini roller, 9" standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9" roller will be used.

Preparation (prep), which includes adjacent surface protection, is vital in professional removal. Before the touch-up paint can be applied, the surface must be clean. If the graffiti is from a marker or dark spray paint on a light color, the graffiti will be "killed" with a primer. It is required to use a primer in these instances, otherwise, many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface.

GPC must now make the custom color of the surface. GPC will match the sheen of the surface, followed by the base, and then add colorants so that the touch-up is virtually undetectable. Once the paint is made, the formula is saved, and the paint is labeled with the corresponding location. The advantage of near perfect color matches is that smaller areas can be touched-up without having to paint the entire surface, creating tremendous cost savings. All GPC techs are excellent color matchers and are extensively trained in on-site color matching.

The 32 colors most frequently used will be kept in the truck. GPC inventories all custom color matches. Each color is stored on racks by zone and route. GPC will maintain all color formulas and inventory at a centralized warehouse. Therefore, GPC touch-ups will always be 100%

accurate. Colors not normally on the truck will be added in the morning based upon the work order locations received.

GPC applies the color using its "feathering" technique with the applicators listed above. The techs are trained to apply a thin even coat while blending out all the edges. There will be no drip marks or awkward squares. Upon completion, the touch-up will not be recognizable, and no one will have known that site had been vandalized.

It is important to note that GPC uses only quality paint to prevent color fading, obtain better coverage, and prevent adhesion problems.

If the tech is in the field and finds a surface where the color cannot be matched on-site to 98% or better accuracy, the tech will temporarily cover with the graffiti with the closest color and bring a small sample to the warehouse. A custom color will be made and within 24 hours the field tech will have applied the custom color using the processes already discussed.

GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC with permission from the city staff, will reschedule for the most advantageous time. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape are in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians.

-Media Blasting

GPC removes graffiti from unpainted surfaces with soda blasting techniques. These can be performed wet or dry. For wet blasting, GPC utilizes water recovery and recycling equipment. GPC possesses many water recovery units. The units are truck mounted and designed after a much larger CALTRANS model. The units are fully automatic zero discharge-closed loop wash water recovery system. The units remove all physical particles twenty microns and larger in size as well as absorbing petroleum hydrocarbons. It collects the wash water using a Vacuboom system, filters the water and returns the clean water to the main water tank. Water recovery units are in compliance with current wastewater regulations and requirements.

The media used for soda blasting is baking soda. Baking soda is FDA approved, non-toxic, and contains no free silica. It is also non-sparking, non-flammable, non-hazardous, and environmentally safe.

Equipment to be provided daily within contract

GPC trucks for the City of Carson will be a mix of new or late model long bed heavy-duty pick-ups. *All* trucks are fully equipped and self-contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting. Therefore, each of our trucks are equipped with 3,500 psi 4gpm hot water pressure washers/ soda blaster, water tanks, water recovery units, .75-gpm gas powered airless paint sprayers, ladder, baking soda blaster attachments, and pressure washer hose reels. GPC's

Law enforcement is provided passwords so they can map, search, and track vandal activity as well as get instant and real-time billing reports and photos for apprehended taggers.

All data collected in the work order system for this project is the property of the City. GPC created and owns the software; so many custom features can be easily added with no additional cost.

Pilot Program

GPC will provide a technician available for proactive and reactive service five days a week for a portion of the City on a Pilot Program. GPC will also be available for reactive emergency service calls on the weekends. The technician will service the city of Carson southbound from 223rd Street. Technicians will perform daily patrols of the main streets (223rd Street, Sepulveda Blvd. Lomita Blvd., Main St., Avalon Blvd., Wilmington Ave., and Alameda St.) as well as respond to City requests via direct communication from City staff as well as App-Order. The cost of the Pilot Program is a flat fee all-inclusive price of $10,800 per month.

Conclusion

GPC has always provided the highest quality services at fair prices. There is no better indicator of future success than past performance.

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

See Section I. above.

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 directed by the City's Contract Officer.

B. As required, if at all, by Section I. above.

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.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

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

"1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

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

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

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

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

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the

certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

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

"3.4 Term.

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

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all services timely in accordance with the following schedule:**

Consultant will be available to City 24 hours a day, 365 days a year.

A. Emergencies – less than 120 minutes

B. Routine – clean immediately upon spotting graffiti

C. City or citizen reported incidents – typically no more than 8 working hours (weekdays) and not to exceed 48 hours

II. **Consultant shall deliver the following tangible work products to the City by the following dates.**

See Exhibit A, Section I.

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

GRAFPRO-01 TSONY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/25/2024

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 License # 0757776 HUB International Insurance Services Inc. 3000 Executive Parkway Suite 300 San Ramon, CA 94583	CONTACT NAME: Michelle Vargas PHONE (A/C, No, Ext): (916) 770-2918 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: Cal.CPU@Hubinternational.com
INSURED Graffiti Protective Coatings, Inc. 419 North Larchmont, #264 Los Angeles, CA 90004	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Colony Insurance Company — 39993 INSURER B : Liberty Mutual Fire Insurance Company — 23035 INSURER C : The First Liberty Insurance Corporation — 33588 INSURER D : — INSURER E : — INSURER F : —

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	PACEP4245050	2/17/2024	2/17/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	X	X	AS2-Z91-466837-014	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EXC4257701	2/17/2024	2/17/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC6-Z91-466837-024	1/1/2024	1/1/2025	[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
A	Pollution Liability			PACEP4245050	2/17/2024	2/17/2025	Each Condition	1,000,000
A	Pollution Liability			PACEP4245050	2/17/2024	2/17/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its elected and appointed officers, employees, volunteers and agents are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form EPACE101 08/14. Primary & Non-Contributory wording applies with regard to General Liability when required by written contract per the attached endorsement form EPACE107 07/14. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form EPACE113 07/14. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form AC8467 04/15. Waiver of Subrogation with regard to Auto Liability applies when required by written contract per the attached endorsement form AC8407 07/13. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement form WC040306 04/84.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
7/31/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	

A. Section **XX. WHO IS AN INSURED, Coverage Part 1 and Part 2** is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury**, **property damage**, **personal and advertising injury**, **environmental damage**, or **cleanup costs** caused, in whole or in part, by:

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Person(s) or Organization(s):
Where Required By Written Contract

Section **XXIII. CONDITIONS, 14. Other Insurance** is amended by the addition of the following:

This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE above provided that:

1. The person(s) or organization(s) listed in the SCHEDULE is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following:

EnviroPACE Insurance Policy

SCHEDULE

Name Of Person(s), Entity(ies) or Organization(s):
Where Required By Written Contract

Section **XXIII. CONDITIONS**, **17. Subrogation** is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(ies) or organization(s) shown in the SCHEDULE above prior to a **loss** or **claim**, we waive any right to recovery we may have under the Policy against such person(s), entity(ies) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

   If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

   The following additional exclusions are added:

   This insurance does not apply:

   1. If the covered "auto" is not principally garaged and principally used in the United States.

   2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Insured: Graffiti Protective Coatings, Inc.
Policy Number: WC6-Z91-466837-024
Policy Dates: 1/1/2024 - 1/1/2025

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 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $ 250 per policy.

Person or Organization	Job Description
Where required by contract or written agreement prior to loss and allowed by law.	Any

Issued by Liberty Mutual Fire Insurance Company16586

Issued to Graffiti Protective Coatings, Inc.

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 GRAFFITI PROTECTIVE COATINGS, INC., a California corporation ("Consultant"), is effective as of the 23rd day of September, 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 August 7, 2024 ("Agreement"), whereby Consultant agreed to perform graffiti abatement services for a not-to-exceed Contract Sum of $129,600.00 for the Term spanning from August 7, 2024 to August 6, 2025, with two optional one (1) year extension periods at a not to exceed compensation of $129,600.00 for each extension period..

B. City and Consultant now desire to amend the Agreement to exercise the first option for extension resulting in an extension of the Agreement Term for one (1) year from August 7, 2025 to August 6, 2026, and increase the Contract Sum by $129,600.00 from $129,600.00 to $259,200.00.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Two Hundred Fifty Nine Thousand Two Hundred Dollars and Zero Cents ($259,200.00)*** ~~One Hundred Twenty Nine Thousand Six Hundred Dollars and Zero Cents ($129,600.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement

shall continue in full force and effect until completion of the services but not exceeding ***two*~~one~~** (~~2~~1) years from the date hereof, except as other wise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the Term by ***one (1) additional one-year term*** ~~two (2) additional one-year terms~~ (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C.""

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

"IV. The total compensation for the Services shall not exceed ***$259,200.00*** ~~$129,600~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

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

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

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

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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

CONSULTANT:

GRAFFITI PROTECTIVE COATINGS, INC., a California corporation

By: _____
Name: Carlin Lenhoff
Title: President

By: _____
Name: Steven Lenhoff
Title: SEC

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~~ Hawaii
City and
COUNTY OF Honolulu

On Sept. 9, 2025 before me, K. Delano, Notary Public, personally appeared Carla Lenhoff, Steven Lenhoff and 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~~ Hawaii that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

K. DELANO NOTARY PUBLIC No. 21-25 STATE OF HAWAII

My comm. exp: 04/18/2029

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

NOTARY CERTIFICATION
Notary Name: K. Delano
Judicial Circuit: First
Date: 9/9/2025
Notary Signature: _____

K. DELANO NOTARY PUBLIC No. 21-25 STATE OF HAWAII

My comm. exp: 04/18/2029

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 GRAFFITI PROTECTIVE COATINGS, INC., a California corporation ("Consultant") is entered into effective as of the ____ day of May, 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 August 7, 2024 ("Agreement"), whereby Consultant agreed to perform graffiti abatement services for a not-to-exceed Contract Sum of $129,600.00 for the Term spanning from August 7, 2024 to August 6, 2025, with two optional one (1) year extension periods at a not to exceed compensation of $129,600.00 for each extension period.

B. City and Consultant entered into an amendment to the Agreement dated September 23, 2025 ("Amendment No. 1"), whereby the City exercised its first option to extend the Agreement Term by one (1) year from August 7, 2025 to August 6, 2026 and increased the Contract Sum by $129,600.00 from $129,600.00 to $259,200.00

C. City and Consultant now desire to amend the Agreement to exercise its final and second option for extension resulting in an extension of the Agreement Term for one (1) year from August 7, 2026 to August 6, 2027, and increase the Contract Sum by $129,600.00 from $259,200.00 to $388,800.00.

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.

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 Nine Thousand Two Hundred Dollars and Zero Cents ($259,200.00)~~ ***Three Hundred Eighty Eight Thousand Eight Hundred Dollars and Zero Cents ($388,800.00)*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

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

"3.4 Term.

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

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

"IV. The total compensation for the Services shall not exceed ***$388,800.00*** ~~$259,200.00~~ as provided in Section 2.1 of this Agreement."

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

GRAFFITI PROTECTIVE COATINGS, a California corporation

By: _____
Name: Carla Lenhoff
Title: Chief Financial Officer

By: _____
Name: Steven Lenhoff
Title: Chief Executive Officer, Secretary

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

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADL PLANNING, INC. FOR PROJECT NO. 1726: COMMUNITY CENTER COURTYARD AND EAST PARKING LOT IMPROVEMENTS (CITY COUNCIL)

I. SUMMARY

On February 21, 2023, the City Council approved a Professional Services Agreement with ADL Planning, Inc. for architectural and design services associated with Project No. 1726: Community Center Courtyard and East Parking Lot Improvements, in an amount not-to-exceed $182,353 (Exhibit No. 1). Project No. 1726 is included in the City's Fiscal Year 2025-2026 Capital Improvement Program (CIP) and consists of significant improvements to the Carson Event Center and surrounding outdoor areas. The project includes construction of a new approximately 1,000-square-foot outdoor stage and amphitheater area designed to support community events, performances, and public gatherings. Additional improvements include a new audience seating area, a pergola structure adjacent to the audience area near Hall A, and renovation and expansion of the existing courtyard area outside Room 107. The courtyard improvements include installation of new decorative hardscape and landscaping features, including a waterfall feature, upgraded paving, lighting enhancements, and an additional pergola adjacent to Room 107. The project also includes reconfiguration of the east parking lot at the Carson Event Center to create a larger, open, and level outdoor space capable of supporting community events and public activities typically held in that area.

During construction of the project, several Requests for Information (RFIs), field coordination items, and minor design modifications were identified that require additional support and coordination services from the project design consultant, ADL Planning, Inc. RFIs are formal questions submitted during construction when clarification or additional design direction is needed to address field conditions, construction details, or project coordination issues. These additional services are necessary to support ongoing construction activities, address unforeseen conditions, and help ensure the successful completion of the project.

Consequently, staff is requesting that the City Council approve the proposed Amendment No. 1 to the Professional Services Agreement with ADL Planning, Inc. Amendment No. 1 would increase the agreement amount by $10,017.50 to compensate the consultant for the additional design support and construction coordination services provided during the construction phase of the project. The amendment would also extend the term of the agreement by an additional 370 calendar days, extending the agreement expiration date from October 27, 2025, to November 1, 2026 (Exhibit No. 2).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to the Professional Services Agreement with ADL Planning, Inc. in the amount of $10,017.50 for additional design coordination and construction support services associated with Project No. 1726: Community Center Courtyard and East Parking Lot Improvements, and extend the agreement term by an additional 370 calendar days through November 1, 2026; and,
2. AUTHORIZE the Mayor to execute Amendment No. 1 to the Professional Services Agreement with ADL Planning, Inc. following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1. However, staff will not have sufficient funds to compensate ADL Planning, Inc for completed additional design support services requested during construction.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1726: Community Center Courtyard and East Parking Lot Improvements is included in the City's Capital Improvement Program (CIP). The project includes construction of a new approximately 1,000-square-foot outdoor stage and amphitheater area intended to support community events, performances, and public gatherings. Additional project improvements include a new audience seating area, a pergola structure adjacent to the audience area near Hall A, and the remodeling and expansion of the existing courtyard area outside Room 107 to include a decorative waterfall feature and an additional pergola structure. The project also includes new landscaping, decorative paving, upgraded lighting, and other hardscape improvements throughout the site. In addition, the east parking lot at the Carson Event Center was reconfigured to create a larger, open, and level outdoor area capable of accommodating community events and public activities typically held at the facility.

Professional architectural, landscape architectural, and engineering design services for preparation of the project plans, specifications, and cost estimates (commonly referred to as "PS&E") were provided by ADL Planning, Inc. (ADL) through a Professional Services Agreement in the amount of $182,353. Section 1.8 of the Professional Services Agreement, titled "Additional Services," authorizes the City's contract officer to approve limited contract increases and schedule extensions administratively without returning to the City Council, specifically allowing increases in compensation up to ten percent (10%) of the original contract amount, or $25,000, whichever is less, and/or extensions of the contract term up to 180 calendar days. Under the ADL agreement, the maximum allowable additional services amount under this administrative authority was $18,235.

During construction of the project, additional field coordination, design clarification, and construction support services became necessary due to unforeseen site conditions and required field adjustments. To address these needs, Change Order Package No. 1 dated June 18, 2025, was approved by the Engineering Services Division on July 9, 2025. The change order authorized additional design coordination and construction support services from ADL in the amount of $15,500 and extended the agreement term by 180 calendar days, increasing the total contract amount to $197,853 and extending the agreement expiration date through October 27, 2025. As construction progressed, additional field adjustments and coordination efforts were required beyond those originally anticipated. As a result, the additional design support services provided by ADL Planning, Inc. exceeded the amount authorized under Change Order Package No. 1. Based on ADL's invoice dated February 9, 2026, the total cost of the additional services reached $22,752.50. This amount exceeded the allowable administrative authority under Section 1.8 of the agreement by $4,517.50, requiring City Council approval for the additional compensation.

In addition, fabrication and installation of permanent louver coverings for two pergola structures remain pending. Staff currently anticipates the overall project will be fully completed by approximately July 2026. To allow the amphitheater and pergola areas to remain operational and available for public use while awaiting fabrication and installation of the permanent louvers, the contractor installed temporary coverings at no additional cost to the City. The temporary coverings have been completed and installed, and the pergola structures are currently fully usable.

Consequently, staff is requesting that the City Council approve the proposed Amendment No. 1 to the Professional Services Agreement with ADL Planning, Inc. The amendment would increase the agreement amount by $10,017.50. This additional funding would cover the current contract shortfall of $4,517.50 associated with previously completed services and also provide an additional $5,500 contingency for any unforeseen design coordination or construction support services that may be required through the proposed extended agreement expiration date of November 1, 2026.

V. FISCAL IMPACT

The City Council previously approved the original Professional Services Agreement with ADL Planning, Inc. in an amount not-to-exceed $182,353. Under the terms of the agreement, the City was authorized to approve additional services administratively for up to ten percent (10%) of the original contract amount, or $25,000, whichever amount was less. In this case, the maximum allowable administrative increase under the agreement was $18,235, increasing the total allowable contract authority to $200,588.

Pursuant to that authority, staff approved Change Order No. 1 in the amount of $15,500 for additional design coordination and construction support services. Although the original change order amount was within the allowable administrative authority, the actual value of the additional services ultimately exceeded the approved amount due to continued field coordination, design clarification, and construction support needs during the project. Specifically, the value of the additional services exceeded the approved change order amount by $7,252.50, increasing the total cost of the additional work to $22,752.50. As a result, the additional services exceeded the agreement's allowable ten percent administrative authority of $18,235 by $4,517.50, requiring City Council approval for the additional compensation. If Amendment No. 1 is approved by the City Council, the agreement amount with ADL Planning, Inc. will be increased by an additional $10,017.50, resulting in a new total not-to-exceed contract amount of $210,605.50. The requested amendment amount includes funding to cover the current contract overage as well as additional contingency funds for any remaining unforeseen design support services that may be required through project completion. Funding for the proposed amendment is included in the adopted project budget within Project Expense Account No. 289-80-820-274-8008.

VI. EXHIBITS

1. ADL Planning, Inc Original Contract
2. Contract Amendment No. 1

Attachments

1. ADL Planning Original Contract
2. Contract Amendment No. 1

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ADL PLANNING ASSOCIATES, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ADL PLANNING ASSOCIATES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of May, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and ADL PLANNING ASSOCIATES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Eighty Two Thousand Three Hundred Fifty Three Dollars and Zero Cents (**$182,353.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Anthony D. Lawson	President
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

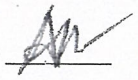
This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations,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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials 

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ADL PLANNING ASSOCIATES, INC.,
a California corporation

By: _____
Name: Anthony Lawson
Title: President and Secretary

By: _____
Name: Julia Hart-Lawson
Title: Vice President

Address: 2979 State Street, Suite C
Carlsbad, CA 92008

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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____ _____
TITLE(S)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____ _____
NUMBER OF PAGES

_____ _____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____ _____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following professional landscape architectural, architectural and engineering services to implement the improvements to Carson Community Center. The park improvements per the Concept Plan will include the following:

- Block walls
- Decorative fence covered with vines
- Decorative Block Pilasters
- Pedestrian Gate at entrances
- Adjusted pedestrian walkway paths
- Shade Sail Structures
- Smaller Event Plaza/ wedding venue with a 10' x 18' raised stage and custom backdrop
- Shade Structure with block pilasters, steel trellis, and retractable shade sail
- Larger event plaza/wedding venue with 10'x18' raised stage and ADA ramp
- Decorative 18" high retaining seat wall
- Market lights
- Specialty gardens
- Trees, turf, and low water use landscape
- Efficient irrigation system

Task 1 – Project Management

1. Prepare and lead the Project kick-off meeting with the City to discuss and review the following:
   - Project background, goals, constraints, and approach
   - Project reporting/communication protocols/coordination
   - Project schedule
   - Critical/High Priority Scope

2. Provide electronic project design schedule (baseline and monthly progress updates) in searchable pdf format. At a minimum, schedule shall include all submittals, meetings, and milestones. Schedule should incorporate a minimum 3-week period for each City submittal review.

3. Schedule and lead weekly coordination and progress meetings with the City. Consultant shall prepare agenda, meeting minutes, and PowerPoint presentations (as necessary) for all meetings for the duration of the project.

4. Coordination meetings with other agencies as necessary.

5. Conduct and demonstrate effective quality assurance and quality control procedures.
   - Review all notes and design calculations, along with design drawings and specifications, by an appropriate reviewer independent of the Project design team prior to each design submittal.
   - Constructability and operational review of the design submittals.

6. Consultant shall notify the City of any out-of-scope work items and obtain City approval prior to proceeding, no exceptions. Consultant will not be compensated for at risk work.

7. **Deliverables:** Consultant shall submit all meeting agendas and presentations to the City a minimum of one (1) week prior to meetings, and all meeting minutes shall be submitted within three (3) working days following each meeting. City comments shall be incorporated, and final minutes published for distribution and record.

Task 2 – Data Gathering and Analysis

1. Gather, review, and understand information on the City's previous planning and design efforts for the Project, including the detailed review of all associated reference documents.

2. Conduct field visits, inquiries, and investigations to acquire and review all relevant records of existing and proposed utilities including review of record drawings, property boundaries and right-of-way, environmental and geologic information, as well as to document physical conditions, features, and constraints within the Project area.

3. Acquire mapping, record drawings, and relevant information (aerial, utility, topographic, geologic, environmental, etc.) from City, County, USGS, and other agency sources.

4. Compile base mapping and identify jurisdictional limits (e.g. city/county agencies, community districts, etc.) and requirements.

5. Review the conditions of the existing park space and the best options and ways to integrate the proposed new facilities.

6. Review Southern California Edison (SCE) and Golden State Water Consultant (GSW) service needs (water and electrical capacity requirements). Coordinate with Power and Water to verify number of new services required for all new park facilities.

7. Complete an independent review of all provided reference documents to either confirm the design recommendations or suggest alternatives. Alternative recommendations shall be identified and discussed early in the design. At a minimum, Consultant review shall include the following:

    - Potential environmental concerns
    - Potential Jurisdictional requirements and permits
    - Potential utility conflicts and concerns
    - Hydrology Concerns
    - Preliminary design and architectural renderings

8. Meet with City staff and discuss standards, expectations, project approach, and results of data gathering and analysis.

9. **Deliverables:** Consultant shall summarize the results of this task into a Technical Memorandum (TM) and submit three (3) hard copies and one (1) electronic copy (searchable pdf), for City review. City comments shall be incorporated into the final technical memorandum.

Task 3 - Investigations

Task 3.1 Surveying

1. Consultant shall perform a topographical survey of the project area including the full width of the adjacent rights-of-way with 1-foot contours. The survey shall identify all existing easements, assessor parcel numbers, and existing utilities on or adjacent to the proposed project area. The surveying consultant or subconsultant shall be a State of California Registered Professional Land Surveyor.

2. **Deliverables:** Results of all surveying activities shall be incorporated into the final contract documents. Results of all potholing activities shall be summarized in a report or technical memorandum submitted to the City. Submit three (3) hard copies and one (1) electronic copy (searchable pdf) for City review. City comments shall be incorporated into the final report or technical memorandum.

Task 3.2 Geotechnical Investigation

1. Perform a geotechnical investigation of the proposed project area to include regional seismicity, seismic parameters, fault line evaluation, liquefaction, site preparation and earthwork, trench stability, suitability of onsite materials for backfill, trench excavation, shoring, dewatering, pipeline bedding and backfill recommendations, structural sections for concrete and asphalt, and all other necessary information required for a complete design.

2. Consultant shall secure the services from a qualified subconsultant. As an option, the Consultant may utilize in-house resources for geotechnical services provided they can demonstrate sufficient experience/qualifications.

3. **Deliverables:** Consultant shall summarize results and recommendations into a report. Three (3) hard copy and one (1) electronic copy of the draft geotechnical report shall be submitted for review. City comments shall be incorporated. Three (3) hard copies and one (1) electronic copy of the final geotechnical report shall be submitted. Results of the geotechnical investigation shall be incorporated into the final contract documents.

Task 4 – Environmental Services

1. Consultant shall perform all work necessary to meet the requirements of the California Environmental Quality Act (CEQA). Work shall include determination of the necessary level of environmental documentation, surveying, studies, and mitigation based on the project area and scope. The consultant shall prepare the required negative declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR) for public review and comment. The consultant will assist the City in responding to any public comments received.

2. The Consultant will prepare the final documentation, including all required mitigation measures. The consultant will assist the City in preparation and documentation of the final Notice of Determination (NOD).

3. **Deliverables:** Three (3) hard copy and one (1) electronic copy of the draft environmental

documents for City review. City comments shall be incorporated prior to public notification period. Three (3) hard copies and one (1) electronic copy of the final approved environmental documents. All mitigation measures shall be incorporated into the final contract documents.

Task 5 – Preliminary Design

1. The Consultant shall provide preliminary designs for all proposed project elements based on the results from tasks 2 and 3, including the items listed in the Scope of Work above.

2. During preliminary design, prepare comprehensive architectural concept renderings for the park and proposed new facilities. The renderings shall consist of bird's eye views and street views of the proposed park layout including representative landscaping. Renderings should also be provided for some of the individual park elements such as the dog park, ballfields, new playgrounds and picnic pavilions.

3. Complete a lighting analysis for the proposed lighting improvement plan to ensure lighting is sized correctly and appropriately illuminates surroundings.

4. Complete a preliminary plant evaluation and planting plan in accordance the approved City planting standards.

5. Upon completion of the architectural renderings and preliminary (30%) design drawings, the consultant shall conduct a preliminary design review meeting to present the preliminary design recommendations and architectural renderings to city staff. All comments from city staff shall be incorporated into the final design.

6. Provide a minimum of two city council presentations with renderings of proposed facilities and proposed options based on public feedback .

7. All proposed layouts will be presented for City Council and public approval prior to proceeding with final design.

8. **Deliverables:** All preliminary architectural engineering renderings shall be provided to the City. Plans, specifications, and engineer's estimates shall be submitted at 30% design level for City review. The consultant shall submit three (3) hard copy sets of drawings (two half size on 11 x 17 and one full size on 24 x 36), specifications, and construction cost estimates; and one (1) electronic copy of all documents (searchable pdf files). All hard copy sets shall be wet signed and stamped by a licensed engineer in the State of California.

Task 6– Jurisdictional Coordination

1. The Consultant shall coordinate with Southern California Edison (SCE) for service needs and electrical capacity requirements. Coordinate with SCE to verify circuit capacity and number of new services required for all new park facilities.

2. The Consultant shall coordinate with California Water Services (CWS) for water service needs and

capacity requirements. Coordinate with GSW to verify available water pressures and volumes required for proposed facilities.

3. **Deliverables:** Consultant shall prepare all permit plans for submittal, incorporate comments from all jurisdictional Agencies, and revise the Contract Documents as necessary.

Task 7 – Final Design and Contract Documents

1. The principal design components of this project include the items listed in the Scope of Work above.

2. Consultant shall prepare Contract Bid Documents in a single bid package consisting of detailed design plans and specifications. The plans shall include (at a minimum):
    - General plans
    - Grading plans
    - Drainage & storm drain plans
    - Erosion control plans
    - Demolition plans
    - Construction and layout plans
    - Architectural plans
    - Landscape planting and irrigation plans
    - Plumbing plans
    - Mechanical plans
    - Structural plans
    - Lighting and electrical plans

3. The consultant shall prepare complete specifications, including General Provisions (provided by the City), Special Conditions, Supplemental Special Conditions, Technical Specifications, and detailed Bidding Sheets including estimated costs.

4. Contract Documents, including detailed design plans and specifications, shall be prepared in accordance with the City of Carson Standards, Los Angeles County Flood Control Standards, and the Standard Specifications for Public Works Construction, current edition.

5. Requests for Information (RFI) - Consultant shall provide support services during construction in response to written requests for information or field coordination activities with the contractor. Consultant shall prepare a sample form for use. RFIs will be coordinated with the City prior to consultant's response.

6. Drawing Formats - All engineering and architectural drawings shall be to scale. All drafting shall be in Auto Cad format (latest revision). Selection of the drawing scales shall be approved by the City in writing prior to start of any design.

7. Engineer's Opinion of Probable Construction Costs - The consultant will prepare an opinion of probable construction costs for the Fosia Park Improvements. A preliminary cost opinion will be prepared based on the 30 percent preliminary design. The final cost opinion will be prepared based on the final bid documents and submitted within one week of submitting the documents to the City.

8. Plans shall be prepared consistent with NAD83 and NAVD88 survey standards.

9. Specifications shall include a detailed anticipated sequence of work. Sequence of work shall include sequencing for all demolitions and abandonments of City facilities. Sequence of work shall include all construction phasing requirements as necessary for the proper construction of all proposed park facilities.

10. Coordinate with all local utilities and agencies including SCE, the GSW Dis, Los Angeles County Flood Control, gas, telephone, cable TV, etc. for utility locations. All existing and proposed utilities shall be identified on the plans. Locate, identify and show City facilities and appurtenances on the drawings, including storm drains, sewer lines, force mains, vaults, manholes, and other appurtenances. Final contract documents shall include a final electrical utility plan of service approved for construction.

11. Provide all final detailed design calculations including WQMP/LID, hydrology calculations, structural calculations, calculations for equipment sizing and selection, etc.

12. Prepare a detailed and itemized opinion of probable construction cost. Each design level submittal shall include an appropriate engineer's cost estimate.

13. Prior to the 60% design submittal, the project team shall conduct a field review with plans-in-hand to review the proposed site improvements to determine the conditions of the surrounding environment, discuss pertinent project information, and develop a final opinion of possible impacts, mitigation measures, and alternatives. The Consultant's Project Manager and other appropriate members of the project team, accompanied by City Staff shall participate in this effort. This field walk/review shall be repeated prior to the 90% design submittal to confirm if any changes occurred during the design process and to ensure any changes are reflected on the final drawings.

14. Conduct a focus meeting with City staff at the 60% design level to review all architectural design details. The consultant should anticipate a minimum of eight to ten detailed renderings (photorealistic quality) to be provided to supplement the 60% architectural design review. The renderings shall consist of bird's eye views and street views of the park and the various proposed facilities, including representative landscaping. Comments from the 60% architectural design review will be incorporated into the final design.

15. Consider environmental design elements such as LEED Green Building Rating System for New Construction and Southern California Edison's "Saving by Design" program as a part of the design criteria

16. **Deliverables** – Plans, Specifications, and engineer's estimates shall be submitted for City review at the 60%, 90% and 100% progress levels. At each design level the consultant shall submit three (3) hard copy sets of drawings (two half size on 11 x 17 and one full size on 24 x 36), specifications, and construction cost estimates; and one (1) electronic copy of all documents (searchable pdf files). All hard copy sets shall be wet-signed and stamped by a State of California licensed engineer. The final bid document submittal shall include one (1) full size set of Mylars, two (2) hard copies of the final bid specifications, and electronic (PDF) copies of the final drawings and specifications for bidding.

Task 8 – Engagement and Goal Setting

Critical of this effort, all work will be from input received from various departments on the City as well as Divisions and staff in Public Works

Deliverables

- Materials, participation, and summary of two (2) interdepartmental City workshops
- Draft operational plan with assignments separated specific to our city departments/divisions

Task 9 – Consultant's services during bidding and construction

The consultant shall be required to:

- Prepare Addenda.
- Respond to prospective bidder's questions or RFIs in writing within the time specified of receiving such inquiries.
- Conduct a pre-bid walk with the prospective bidders.
- Assist City staff in obtaining, reviewing, and evaluating bids from qualified contractors.
- Attend a pre-construction meeting with the selected contractor.
- Consultant shall respond to all RFIs initiated by the contractor during the course of construction.
- Consultant shall be required to review certain shop drawings related to the structural details, building product samples, color samples, building accessories (doors, windows, glass, tiles, roofing, building equipment, and furnishings).
- Consultant shall be required to prepare final "as-built" plans based on the contractor's field notes and marked drawings within 30 days of receiving marked plans.

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

See Section I above.

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 City's Contract Officer.

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

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

A. Anthony Lawson, ASLA, Primary Project Manager, Team Lead, Park Planner & Principal Landscape Architect

B. Colton Baker, Landscape & Irrigation Designer, Production Coordinator

C. Frisco White, AIA of Westberg + White Architects (sub-consultant), Architect & Architectural Coordinator

D. Kenny Perez, Sr., of Visual Concepts Lighting (sub-consultant), Lighting Design & Electric Consultant

E. Maelin Levine of Visual Asylum (sub-consultant), Colorist, Branding & Wayfinding Specialist

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2, "Consultant's Proposal," of the Agreement is hereby amended to read in its entirety as follows:

"1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's ***proposal titled "City of Carson – Community Center Improvements Project RFP #22-043 Proposal for Services" submitted in response to City's RFP #22-043*** ~~scope of work or bid~~ which shall be incorporated herein by this reference as though fully set forth herein ***(the "Proposal")***. In the event of any inconsistency between the terms of ***the*** ~~such~~ ***P***~~p~~roposal and this Agreement, the terms of this Agreement shall govern."

II. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon

public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

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

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

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

III. Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two (2)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

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

"4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of the subcontractors identified in the immediately following sentence,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. ***The subcontractors City has consented to are as follows: Westberg + White, which will provide architect & architectural coordinator services, WSP Engineers, which will provide services related to site survey, site grading & drainage, and East Parking Lot Reconfiguration, Mobayed Consulting Group, which will prepare geotechnical investigation, report and structural recommendation, Visual Concepts Group, which will provide services for electrical & lighting design and documentation, Group Delta, which will provide geotechnical investigation, report and structural recommendations, Visual Asylum, which will provide color palette for walls & features, wayfinding & signage recommendations, and BRG Consulting, which will provide environmental (CEQA) services and documentation.*** In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates and as set forth in the Proposal:

		ADL														
		Principal		Designer		Assistant		ADL	W+W	WSP	BRG	VC	GD	VA	Reimbursables	Fee
		@	$175	@	$95	@	$75	Sub-Total								
Project Phase		Hrs	$	Hrs	$	Hrs	$	Hrs								
Task 1:	Project Mgmt, Coord & Meetings	65	$1,750	30	$2,850	15	$1,125	110	$5,725	$1,500	$2,000	$500	$1,000	$0	$1,000	$1,000	$12,725
Task 2:	Data Gathering & Analysis	5	$875	25	$2,375		$0	30	$3,250	$0	$5,000	$500	$0	$0	$0	$1,000	$9,750
Task 3:	Investigations	5	$875		$0		$0	5	$875	$0	$20,000	$0	$0	$8,000	$0	$500	$29,375
Task 4:	Environmental Services	2	$350		$0		$0	2	$350	$0	$0	$12,000	$0	$0	$0	$0	$12,350
Task 5:	Preliminary Design	20	$3,500	45	$4,275	20	$1,500	85	$9,275	$1,000	$2,000	$0	$8,000	$1,000	$3,000	$1,000	$25,275
Task 6:	Final Design & Const. Docs	35	$6,125	135	$12,825	95	$7,125	265	$26,075	$2,000	$5,000	$0	$17,000	$2,000	$7,000	$1,500	$60,575
Task 7:	Engagement & Goal Setting	10	$1,750	5	$475		$0	15	$2,225	$0	$1,000	$0	$0	$0	$0	$500	$3,725
Task 8:	Bid & Construction Support	12	$2,100	35	$3,325	20	$1,500	67	$6,925	$0	$12,000	$0	$2,000	$0	$0	$2,500	$23,425
	Sub-Total	154	#####	275	######	150		579	$54,700	$4,500	$47,000	$13,000	$28,000	$11,000	$11,000	$8,000	$177,200
	4.5% Mark-up									$203	$2,115	$585	$1,260	$495	$495		$5,153
															Grand Total		$182,353

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.

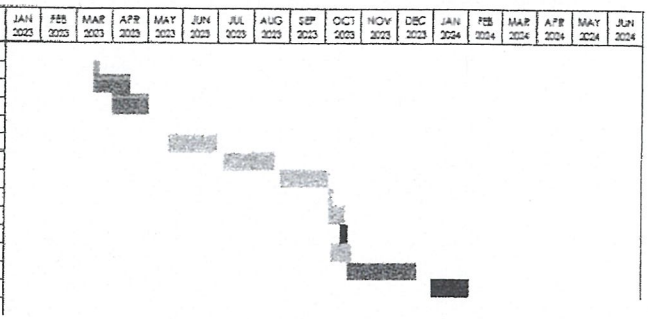
D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $183,353.00 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Task	Task Name	Start	End	Duration (days)
	Notice to Proceed	3/16	3/16	1
Task 1	Kick off meeting	3/20	3/20	1
Tasks 2&3	Data Gathering & Investigations	3/17	4/14	28
Tasks 4	Environmental Services	4/3	5/1	28
Task 5	Preliminary Design 30% PS&E	4/1	5/19	48
Task 6.1	CD's 60% PS&E	5/19	6/30	42
Task 6.2	CD's 90% PS&E	7/7	8/18	42
Task 6.3	CD's 100% PS&E	8/25	10/3	39
Task 6.4	Submit Final Bid Set	10/3	10/3	1
Task 6.5	Prep Bid Documents	10/3	10/17	14
	Council approval	10/17	10/17	1
Task 7	Engagement & Project Recap	10/4	10/23	19
	Out to Bid	10/24	12/15	52
	Award Contract	1/2	2/1	1
Task 8	Bidding & Construction Support	10/24	7/1	251



Note: All dates, timeframes, and deadlines specified in the schedule above (from Consultant's proposal) shall be deemed adjusted to account for the difference in time between the contemplated date of "Notice to Proceed" referenced in the schedule above and the actual date of this Agreement. Additionally, the Task numbers listed in RFP #22-043 were misnumbered; accordingly, not all references to task numbers listed in this schedule correlate with task number designations in the Scope of Services.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. See Section I of Exhibit A.

III. 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 ADL PLANNING ASSOCIATES, INC., a California corporation ("Consultant"), is effective retroactive to April 30, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated May 1, 2023 ("Agreement"), whereby Consultant agreed to provide professional landscape architectural, architectural, and engineering services to implement improvements to the Carson Community Center for a total not-to-exceed Contract Sum of $182,353 for a two-year term expiring April 30, 2025.

B. City and Consultant, by way of this Amendment, approve and ratify Change Order 1 dated June 18, 2025, retroactive to April 30, 2025 for additional design coordination and support services during the construction to the Carson Community Center, extend the Term expiration date by 180 calendar days to October 27, 2025, and increase the total compensation by $15,500 for a new total not-to-exceed Contract Sum of $197,853. Consultant performed the work under Change Order 1 and provided additional design coordination and support services in the amount of $7,252.50. 50;

C. City and Consultant now desire to amend the Agreement to extend the Term by another calendar 370 days, resulting in a new expiration date of November 1, 2026 and increase the total compensation by $28,252.50 inclusive of $5,500 contingency for a new total not-to-exceed Contract Sum of $210,605.50 to allow Consultant to continue providing the services for the Carson Community Center.

TERMS

1. **Incorporation of Recitals**. The Recitals set forth above are incorporated into and are a part of this Amendment.

2. **Terms and Definition.** All words, terms, and phrases used or referenced in this Amendment, not expressly defined in this Amendment, shall have the same meaning ascribed to them in the Agreement.

3. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitation 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 Ten Thousand Six Hundred Five Dollars and Fifty Cents ($210,605.50)*** ~~One Hundred Eighty Two Thousand Three Hundred Fifty Three Dollars and Zero Cents ($182,353.00)~~ (the "Contract Sum"), ***with $5,500.00 of this amount serving only as a contingency in the event additional services are needed by the City,*** unless additional compensation is approved pursuant to Section 1.8."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not ***later than***~~exceeding~~ ***November 1, 2026,*** ~~two (2) years from the date hereof,~~ except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Section I of Exhibit C (Schedule of Compensation) is hereby amended to include the following at the end of the Section:

Change Order #1: Additional Project Management Coordination & Meetings & Additional Bid & Construction Support Services	$15,500
Cost Overruns from Change Order #1	$7,252.50
Grand Total	**$22,752.50**

D. Section IV of Exhibit C (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"IV. The total compensation for the Services shall not exceed ***$210,605.50*** ~~$183,353.00~~ as provided in Section 2.1 of this Agreement ***with $5,500.00 of this amount serving only as a contingency in the event additional services are needed by the City***."

4. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

5. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and 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, as amended by this Amendment, is currently an effective, valid, and binding obligation.

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

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

6. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

7. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) and year written below with the intent to be effective retroactive to April 30, 2025.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

ADL PLANNING ASSOCIATES, INC, a California corporation

By: _____
Name: Anthony Lawson
Title: President and Secretary

By: _____
Name: Julia Hart-Lawson
Title: Vice President

Date: _____

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

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF RESOLUTION 26-050, APPROVING MEASURE M FUNDING AGREEMENT AMENDMENTS NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1452: BIKE LANE INSTALLATION AND MEDIAN MODIFICATIONS ON FIGUEROA STREET, MAIN STREET, 223RD STREET, AND AVALON BOULEVARD, LACMTA PROJECT # MM4601.09, FTIP #LA9919326 AND LACMTA PROJECT # MM4601.10, FTIP #LA9919335 (CITY COUNCIL)

I. SUMMARY

The City is currently advancing CIP Project No. 1452, which includes bike lane installation and roadway median modification improvements along portions of Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard (Exhibit No. 1). The project is intended to improve bicycle safety, traffic operations, and roadway connectivity by installing enhanced bicycle lane facilities and modifying certain roadway medians to accommodate the improved street configuration.

To help fund construction of the project, the City previously secured Measure M transportation grant funding from Los Angeles County Metropolitan Transportation Authority (LACMTA/Metro). On May 22, 2024, the City Council approved Funding Agreement No. MM4601.09 in the amount of $5,256,700 and Funding Agreement No. MM4601.10 in the amount of $5,384,400, for a combined total of $10,641,100 in Measure M grant funding for the project (Exhibits No. 2 and No. 3). Since that time, updated engineering and construction cost estimates have identified the need for additional grant funding to fully deliver the project. In response, City staff requested additional Measure M funding from Metro. Metro subsequently approved Amendment No. 1 to Funding Agreement No. MM4601.09, which increases the grant amount by $5,363,570, resulting in a revised total funding amount of $10,620,270 for that agreement (Exhibit No. 4). Metro also approved Amendment No. 1 to Funding Agreement No. MM4601.10, which increases the grant amount by an additional $1,450,292, resulting in a revised total funding amount of $6,834,692 for that agreement (Exhibit No. 5).

Collectively, these funding amendments increase total available Measure M grant funding for Project No. 1452 from $10,641,100 to $17,454,962. The proposed funding increases reflect updated project construction costs and are necessary to ensure adequate funding is available to complete the planned bicycle lane and roadway median improvement project.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution 26-050, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING FUNDING AGREEMENT AMENDMENTS NO.1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1452: BIKE LANE INSTALLATION AND MEDIAN MODIFICATIONS ON FIGUEROA STREET, MAIN STREET, 223RD STREET, AND AVALON BOULEVARD, LACMTA PROJECT # MM4601.09, FTIP #LA9919326 AND LACMTA PROJECT # MM4601.10, FTIP #LA9919335”, increasing Measure M funds by a total of $6,813,862 (Exhibit No. 6); and,
2. AUTHORIZE the Mayor to execute Amendments No. 1 to Funding Agreements #MM4601.09 and #MM4601.10 following approval as to form by the City Attorney, for the construction of bike lanes and median modifications as part of Project No. 1452.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations; however, the City must execute these funding agreement amendments in order to increase the Measure M funding. Invoices for reimbursement exceeding the current Measure M funding agreement amounts cannot be submitted to LACMTA unless these funding agreement amendments are fully executed.
2. TAKE another action the City Council deems appropriate consistent with he requirements of the law.

IV. BACKGROUND

When Project Nos. 1451 and 1452 were originally developed, they were planned as two separate bicycle lane improvement projects intended to improve bicycle safety and connectivity on major streets throughout the City. At that time, both projects were primarily designed to add bike lanes through roadway striping and signage, meaning painted bicycle lane markings on the pavement along with related traffic and directional signs. The projects were also expected to be funded largely through separate Highway Safety Improvement Program (HSIP) grants, which are federal transportation safety grants administered through the State of California. Project No. 1451 includes portions of Figueroa Street, Main Street, Victoria Street, and Carson Street within the City limits. Project No. 1452 includes portions of University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.

In 2021, staff received direction to revise the project designs to reduce or eliminate the use of “shared lane markings,” commonly referred to as “sharrows.” Sharrows are pavement markings placed within a vehicle travel lane to indicate that bicycles and motor vehicles share the same lane. Concerns were raised that sharrows do not provide the same level of safety or separation as dedicated bicycle lanes. As a result, the updated project designs were modified to provide safer and more clearly defined bicycle lanes, including buffered bike lanes in certain locations. To create enough roadway width for these enhanced bicycle lanes, portions of existing raised center medians along several street segments needed to be narrowed or reconstructed. These median improvements significantly increased the complexity and overall cost of the projects. Staff subsequently requested additional HSIP grant funding from the California Department of Transportation (Caltrans); however, additional federal funding was not available. To help address the increased project costs, the City successfully secured an additional $10,641,100 in Measure M transportation grant funding from Los Angeles County Metropolitan Transportation Authority (Metro).

Because the projects include federal HSIP funding, the City is required to comply with strict federal regulations administered by California Department of Transportation (Caltrans) through the Local Assistance Procedure Manual (LAPM). These federal requirements establish specific rules for how federally funded projects must be bid, managed, and constructed. The federal requirements also limit the City’s ability to use certain contracting methods, including the City’s standard Project Labor Agreement (PLA), on portions of the work funded with federal dollars. In contrast, the Metro Measure M grant funding is not subject to the same federal LAPM requirements and allows the City to continue using its standard PLA practices. To ensure compliance with both funding sources while still delivering the projects efficiently, City staff worked closely with both Caltrans and Metro to develop a revised project delivery strategy.

Under the revised approach, Project No. 1451 will now consist only of roadway striping and signage improvements necessary to establish bicycle lanes and will not include any median reconstruction work. This portion of the project will remain eligible for reimbursement of up to $1,567,800 in federal HSIP funding through Caltrans. Project No. 1452 will include the more extensive roadway and median modification work needed to widen roadway areas and accommodate buffered bicycle lanes. This portion of the project will be funded through two Metro Measure M grants, which staff is now requesting to amend to increase total available funding to $17,454,962. Because this portion is funded through Metro rather than federal HSIP funds, the City may continue using its standard PLA contracting practices. Separating the projects in this manner allows the City to comply with federal funding requirements while also efficiently delivering the most complex construction components of the overall bicycle improvement program.

The plans and specifications for Project No. 1452 have been completed, and final coordination with Southern California Edison (SCE) regarding related streetlight improvements is currently underway. Construction for Project No. 1452 is anticipated to begin in approximately August 2026 and, with an estimated construction duration of 180 working days, is expected to be completed by approximately May 2027. Construction for Project No. 1451 is anticipated to begin shortly thereafter, around June 2027. With an estimated construction duration of approximately 120 working days, Project No. 1451 is expected to be completed by December 2027.

Consequently, staff is requesting that the City Council approve Amendment No. 1 to Funding Agreements No. MM4601.09 and MM4601.10 to increase total available Measure M grant funding for these projects to $17,454,962. Approval of the proposed amendments will ensure that sufficient grant funding is available to complete the planned bicycle safety and roadway improvement projects.

V. FISCAL IMPACT

CIP Project PW1452 - Bike Lane Installation and Median Modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard is currently funded in part through two Measure M transportation grants provided by Los Angeles County Metropolitan Transportation Authority (Metro). Metro Grant No. MM4601.09 provides funding in the amount of $5,256,700, and Metro Grant No. MM4601.10 provides funding in the amount of $5,384,400, for a combined total of $10,641,100 in existing Metro grant funding. Due to increased construction costs associated with the expanded project scope, including roadway median modifications and enhanced bicycle lane improvements, City staff applied for additional Metro grant funding to support project delivery. Metro has since approved an increase of $5,363,570 to Grant No. MM4601.09 and an additional increase of $1,450,292 to Grant No. MM4601.10. Collectively, these funding increases will provide an additional $6,813,862 in Metro grant funding and increase the total available Metro grant allocation for Project PW1452 to $17,454,962. If approved by the City Council this evening, the additional grant funding proposed through Amendment No. 1 to the Funding Agreements will be incorporated into the proposed Fiscal Year 2026-2027 Capital Improvement Program (CIP) budget as part of the City's annual budget development and adoption process.

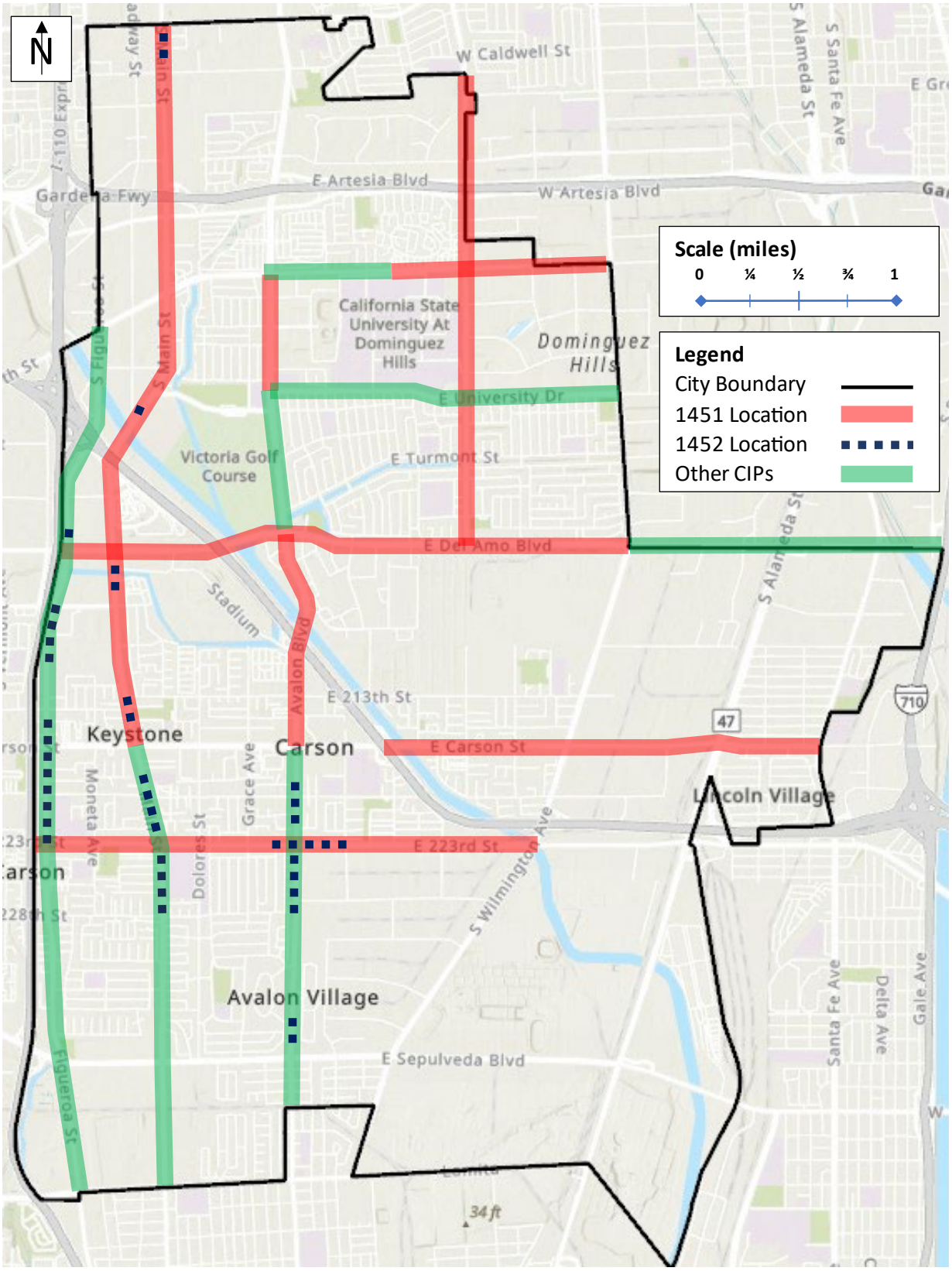
VI. EXHIBITS

1. Location Map
2. Funding Agreement #MM4601.09
3. Funding Agreement #MM4601.10
4. Funding Agreement #MM4601.09 Amendment No. 1
5. Funding Agreement #MM460110 Amendment No. 1
6. Resolution 26-050

Attachments

Exhibit 1 - Location Map
Exhibit 2 - Funding Agreement #MM4601.09
Exhibit 3 - Funding Agreement #MM4601.10
Exhibit 4 - Funding Agreement #MM4601.09 Amendment No. 1
Exhibit 5 - Funding Agreement #MM460110 Amendment No. 1
Exhibit 6 - Resolution 26-050

Project Nos. 1451 and 1452: City-wide Bike Lanes – Location Map



MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of February 1, 2024 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Carson ("GRANTEE") for Bike Lane Installation- Carson St., Figueroa St., Main St., Victoria St., LACMTA Project ID# MM4601.09 and FTIP# LA9919326, (the "Project"). This Project is eligible for funding under Line 50 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Construction of the Project.

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed $5,256,700, in Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $1,056,700 in Measure M Funds in Fiscal Years FY 2023-24; $3,000,000 FY 2024-25; and $1,200,000 FY 2025-26. The total designated for Construction of the Bike Lane Installation- Carson St., Figueroa St., Main St., Victoria St. is $5,256,700.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for Tanya Pan _____ Date: 6/13/2024
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 4/18/24
Deputy

GRANTEE:

City of Carson

By: _____ Date: 6/6/24
Lula Davis-Holmes Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Sunny K. Soltani
City Attorney

ATTEST:

By: _____ Date: 6/4/24
Dr. Khaleah K. Bradshaw City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Bike Lane Installation- Carson St., Figueroa St., Main St., Victoria St. – Construction of the Project. LACMTA Project ID# MM4601.09, FTIP# LA9919326.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $5,256,700 (the "Funds") for the Project. LACMTA Board of Directors' action of September 28, 2023 granted the Measure M Funds for the Project. The Funds are programmed over three years for Fiscal Years FY 2023-24, FY 2024-25, and FY 2025-26.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold **5%** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://programmetro.ecointeractive.com/secure2/login.asp. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested

by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: choua@metro.net

14. GRANTEE's Address:

City of Carson
701 E. Carson St., Carson, CA 90745
John Merill, PE, TE
Traffic Engineer
Phone: 310.952.1700 x 1815
Email: jmerrill@carsonca.gov

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MM4601.09 and FA# 9200000000M460109
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Expending Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and

(iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and

(vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA.9200000000M460109

Project Title: Bike Lane Installation - Carson St., Figueroa St., Main St., Victoria St. Project#: MM4601.09

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS		$ 1,056,700	$ 3,000,000	$ 1,200,000			$ 5,256,700	
SUM PROG LACMTA FUNDS	$ -	$ 1,056,700	$ 3,000,000	$ 1,200,000	$ -	$ -	$ 5,256,700	**80%**
OTHER NON LACMTA FUNDING:								
LOCAL:			$ 134,400				$ 134,400	2%
STATE:							$ -	0%
FEDERAL: (HSIP-5403)			$ 1,208,900				$ 1,208,900	18%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ 1,343,300	$ -	$ -	$ -	$ 1,343,300	**0.203530303**
TOTAL PROJECT FUNDS	$ -	$ 1,056,700	$ 4,343,300	$ 1,200,000	$ -	$ -	$ 6,600,000	**100%**

Use Actual $$$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA# 9200000000M460109
Project Title: Bike Lane Installation - Carson St., Figueroa St., Main St., Victoria St. Project#:MM4601.09

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$56,700	$100,000	$400,000	$500,000	$750,000	$750,000	$2,556,700
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$56,700**	**$100,000**	**$400,000**	**$500,000**	**$750,000**	**$750,000**	**$2,556,700**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$56,700**	**$100,000**	**$400,000**	**$500,000**	**$750,000**	**$750,000**	**$2,556,700**
OTHER NON LACMTA FUNDING:									
LOCAL: Local Match (General Fund)									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction					$33,600	$33,600	$33,600	$33,600	$134,400
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$33,600**	**$33,600**	**$33,600**	**$33,600**	**$134,400**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: HSIP-5403(025)									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction					$302,225	$302,225	$302,225	$302,225	$1,208,900
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$302,225**	**$302,225**	**$302,225**	**$302,225**	**$1,208,900**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$335,825**	**$335,825**	**$335,825**	**$335,825**	**$1,343,300**
PROJECT FUNDING FY2023-24 and FY2024-25	**$0**	**$0**	**$56,700**	**$100,000**	**$735,825**	**$835,825**	**$1,085,825**	**$1,085,825**	**$3,900,000**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA# 9200000000M460109
Project Title: Bike Lane Installation - Carson St., Figueroa St., Main St., Victoria St. Project#:MM4601.09

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$750,000	$750,000	$750,000	$450,000					$2,700,000
Vehicle Purchase									$0
Others									$0
Total Measure M	**$750,000**	**$750,000**	**$750,000**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$2,700,000**
SUM PROG LACMTA FUNDS:	**$750,000**	**$750,000**	**$750,000**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$2,700,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2025-26 and FY2026-27	**$750,000**	**$750,000**	**$750,000**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$2,700,000**
TOTAL LACMTA FUNDS	**$750,000**	**$750,000**	**$806,700**	**$550,000**	**$400,000**	**$500,000**	**$750,000**	**$750,000**	**$5,256,700**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$335,825**	**$335,825**	**$335,825**	**$335,825**	**$1,343,300**
TOTAL PROJECT FUNDING	**$750,000**	**$750,000**	**$806,700**	**$550,000**	**$735,825**	**$835,825**	**$1,085,825**	**$1,085,825**	**$6,600,000**

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME:
Bike Lane Installation – Carson St., Figueroa St., Main St., and Victoria St.

PROJECT LOCATION/LIMITS/AREA:

The project is located at Carson St., Figueroa., Main St., and Victoria St., in the City of Carson, in the South Bay area.
This project limits are along Figueroa St and Main St within City limits, along Victoria St bounded by City limits on East and Avalon Blvd on West, along Carson St bounded by City limits on East and 405 on West.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

Installing Class II bike lanes on Figueroa Street, Main Street, Victoria Street, and Carson Street in the City of Carson including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 14.5 miles of City streets. New bike lanes total approximately 29 miles.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Construction Support	$420,536	$107,464	$528,000
Construction Capital	$4,836,164	$1,235,836	$6,072,000
TOTAL BUDGET COST	**$5,256,700**	**$1,343,300**	**$6,600,000**

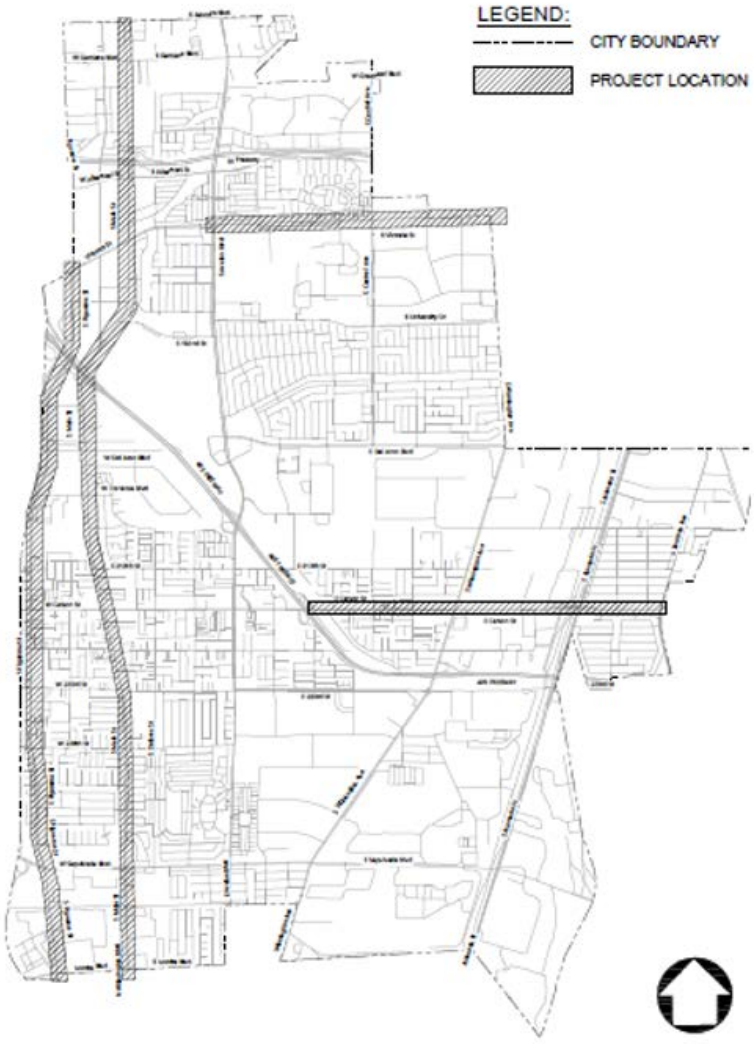
ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Signing & Striping – Figueroa Street	1	LS	$800,000	$800,000
Signing & Striping – Main Street	1	LS	$900,000	$900,000
Signing & Striping – Victoria Street	1	LS	$400,000	$400,000
Signing & Striping – Carson Street	1	LS	$400,000	$400,000
Flexible Traffic Post	233	EA	$225	$52,425
Traffic Signal Modifications – Installation of Detection loops	367	EA	$500	$183,500
Traffic Signal Modifications – Modification of video detection zones	8	EA	$1,500	$12,000
Median Modifications (all segments)	1	LS	$3,324,075	$3,324,075
Construction Support	1	LS	$528,000	$528,000
GRAND TOTAL				$6,600,000

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Finalize PSE	January 2024	February 2024	2
Solicitation (Bid / Proposal)	March 2024	April 2024	2
Excavation	June 2024	February 2025	9
Concrete	June 2024	February 2025	9
Traffic Control	June 2024	February 2025	9
Signage	June 2024	February 2025	9
General Construction / Close out Project	March 2025	May 2025	3

PROJECT MAP:



LOCATION MAP
NOT TO SCALE

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M460109
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	MEASURE M MSP $	OTHER $	OTHER %	Total $
Project Quarter Expenditure				
This Quarter Expenditure				$ -
Retention Amount (5%)	0			
Net Invoice Amount (Less Retention)	$ -			$ -
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				-
Total Project Budget	5,256,700.00	1,343,300.00		$ 6,600,000.00
% of Project Budget Expended to Date				
Balance Remaining	5,256,700.00	1,343,300.00		6,600,000.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2021-2022 ☐ 2022-2023 ☐ 2023-2024
☐ 2024-2025 ☐ 2025-2026 ☐ 2026-2027

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit

LACMTA Project Manager	Name:	ANNIE CHOU
	Phone Number:	213.418.3543
	E-mail:	CHOUA@METRO.NET

Project Sponsor Contact / Project Manager	Contact Name:	JOHN MERILL
	Job Title:	PE, TE
	Department:	
	City / Agency:	CITY OF CARSON
	Mailing Address:	701 E CARSON ST. CA 90745
	Phone Number:	310.952.1700 X1815
	E-mail:	JMERRILL@CARSONCA.GOV

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	$ CHARGED TO MEASURE M MSP	$ CHARGED TO OTHER FUNDING
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
TOTAL					

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____

Signature *Date*

_____ _____

Name *Title*

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID **LA9919326** Implementing Agency **Carson, City of**

Project Description: Installing Class II bike facilities on Figueroa Street, Main Street, Victoria Street, and Carson Street in the City of Carson including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 14.5 miles of City streets.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: John Merrill - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy | Route : | Postmile: | Distance: | Phase: No Project Activity | Completion Date 12/31/2032

Lane # Extd: | Lane # Prop: | Imprv Desc:

Air Basin: SCAB | Envir Doc: CATEGORICAL EXCLUSION/CATEGORICAL EXEMPTION -- JOINT NEPA/CEQA - 05/01/2024

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region: South Bay Cities COG

CTIPS ID: | EA #: | PPNO:

Program Code: NCN26 - BICYCLE FACILITY-NEW Stop Loc:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
CITY - City Funds	PE				$0					$0
	RW				$0					$0
	CON				$134					$134
	SUBTOTAL				$134					$134
MEASURE M MYSP (Multi Year Subregional Program)	PE				$0					$0
	RW				$0					$0
	CON				$5,257					$5,257
	SUBTOTAL				$5,257					$5,257
	TOTAL				**$5,391**					**$5,391**

TOTAL PE: $0 **TOTAL RW: $0** **TOTAL CON: $5,391** **TOTAL PROGRAMMED: $5,391**

- General Comment:
- Modeling Comment:
- TCM Comment: .
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised **Amendment 25-01 - Submitted** **Change reason**:NEW PROJECT **Total Project Cost** **$5,391**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of February 1, 2024 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Carson ("GRANTEE") for Bike Lane Installation- 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr., LACMTA Project ID# MM4601.10 and FTIP# LA9919335, (the "Project"). This Project is eligible for funding under Line 50 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Construction of the Project.

WHEREAS, the LACMTA Board, at its September 28, 2023 meeting, programmed $5,384,400, in Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $884,400 in Measure M Funds in Fiscal Years FY 2023-24; $3,500,000 FY 2024-25; and $1,000,000 FY 2025-26. The total designated for Construction of the Bike Lane Installation- 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. is $5,384,400.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for Tanya Pan Date: 6/13/2024
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 5/6/24
Deputy

GRANTEE:

City of Carson

By: _____ Date: _____
Lula Davis-Holmes Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Sunny K. Soltani
City Attorney

ATTEST:

By: K. Bradshaw Date: 6/4/24
Dr. Khaleah K. Bradshaw City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Bike Lane Installation- 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. –Construction of the Project. LACMTA Project ID# MM4601.10, FTIP# LA9919335.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $5,384,400 (the "Funds") for the Project. LACMTA Board of Directors' action of September 28, 2023 granted the Measure M Funds for the Project. The Funds are programmed over three years for Fiscal Years FY 2023-24, FY 2024-25, and FY 2025-26.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold **5%** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://programmetro.ecointeractive.com/secure2/login.asp. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested

by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: choua@metro.net

14. GRANTEE's Address:

City of Carson
701 E. Carson St., Carson, CA 90745
John Merill, PE, TE
Traffic Engineer
Phone: 310.952.1700 x 1815
Email: jmerrill@carsonca.gov

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MM4601.10 and FA# 9200000000M460110
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Expending Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and

(iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and

(vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA.9200000000M460110

Project Title: Bike Lane Installation - 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. Project#: MM4601.10

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS		$ 884,400	$ 3,500,000	$ 1,000,000			$ 5,384,400	
SUM PROG LACMTA FUNDS	$ -	$ 884,400	$ 3,500,000	$ 1,000,000	$ -	$ -	$ 5,384,400	**81%**
OTHER NON LACMTA FUNDING:								
LOCAL:			$ 125,600				$ 125,600	2%
STATE:							$ -	0%
FEDERAL: HSIP			$ 1,129,100				$ 1,129,100	17%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ 1,254,700	$ -	$ -	$ -	$ 1,254,700	**19%**
TOTAL PROJECT FUNDS	$ -	$ 884,400	$ 4,754,700	$ 1,000,000	$ -	$ -	$ 6,639,100	**100%**

Use Actual $$$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA# 9200000000M460110
Project Title: Bike Lane Installation - 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. Project#:MM4601.10

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$50,000	$100,000	$200,000	$500,000	$750,000	$750,000	$2,350,000
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$50,000**	**$100,000**	**$200,000**	**$500,000**	**$750,000**	**$750,000**	**$2,350,000**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$50,000**	**$100,000**	**$200,000**	**$500,000**	**$750,000**	**$750,000**	**$2,350,000**
OTHER NON LACMTA FUNDING:									
LOCAL: Local Match (General Fund)									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction					$31,400	$31,400	$31,400	$31,400	$125,600
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$31,400**	**$31,400**	**$31,400**	**$31,400**	**$125,600**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: HSIP-5403(026)									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction					$282,275	$282,275	$282,275	$282,275	$1,129,100
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$282,275**	**$282,275**	**$282,275**	**$282,275**	**$1,129,100**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$313,675**	**$313,675**	**$313,675**	**$313,675**	**$1,254,700**
PROJECT FUNDING FY2023-24 and FY2024-25	**$0**	**$0**	**$50,000**	**$100,000**	**$513,675**	**$813,675**	**$1,063,675**	**$1,063,675**	**$3,604,700**

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA# 9200000000M460110
Project Title: Bike Lane Installation - 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. Project#:MM4601.10

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$884,400	$1,000,000	$900,000	$250,000					$3,034,400
Vehicle Purchase									$0
Others									$0
Total Measure M	**$884,400**	**$1,000,000**	**$900,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$3,034,400**
SUM PROG LACMTA FUNDS:	**$884,400**	**$1,000,000**	**$900,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$3,034,400**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2025-26 and FY2026-27	**$884,400**	**$1,000,000**	**$900,000**	**$250,000**	**$0**	**$0**	**$0**	**$0**	**$3,034,400**
TOTAL LACMTA FUNDS	**$884,400**	**$1,000,000**	**$950,000**	**$350,000**	**$200,000**	**$500,000**	**$750,000**	**$750,000**	**$5,384,400**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$313,675**	**$313,675**	**$313,675**	**$313,675**	**$1,254,700**
TOTAL PROJECT FUNDING	**$884,400**	**$1,000,000**	**$950,000**	**$350,000**	**$513,675**	**$813,675**	**$1,063,675**	**$1,063,675**	**$6,639,100**

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME:
Bike Lane Installation – 223rd St, Avalon Bl, Central Ave, Del Amo Bl, and University St

PROJECT LOCATION/LIMITS/AREA:

The project is located at 223rd St, Avalon Blvd, Central Ave, Del Amo Blvd, and University Dr in the City of Carson, in the South Bay area.

This project limits are along University Drive from Avalon Boulevard to Wilmington Avenue, along Avalon Boulevard from Victoria Street to the south city boundary, along Central Avenue from the north city boundary to Del Amo Boulevard, along Del Amo Boulevard from the east city boundary to the west city boundary, and along 223rd Street from the east city boundary to Lucerne Street.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The purpose of this project is to install Class II bike lanes on University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 15.5 miles of City streets. New bike lanes total approximately 31 miles.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Construction Support	$430,752	$89,248	$520,000
Construction Capital	$4,953,648	$1,165,452	$6,119,100
TOTAL BUDGET COST	**$5,384,400**	**$1,254,700**	**$6,639,100**

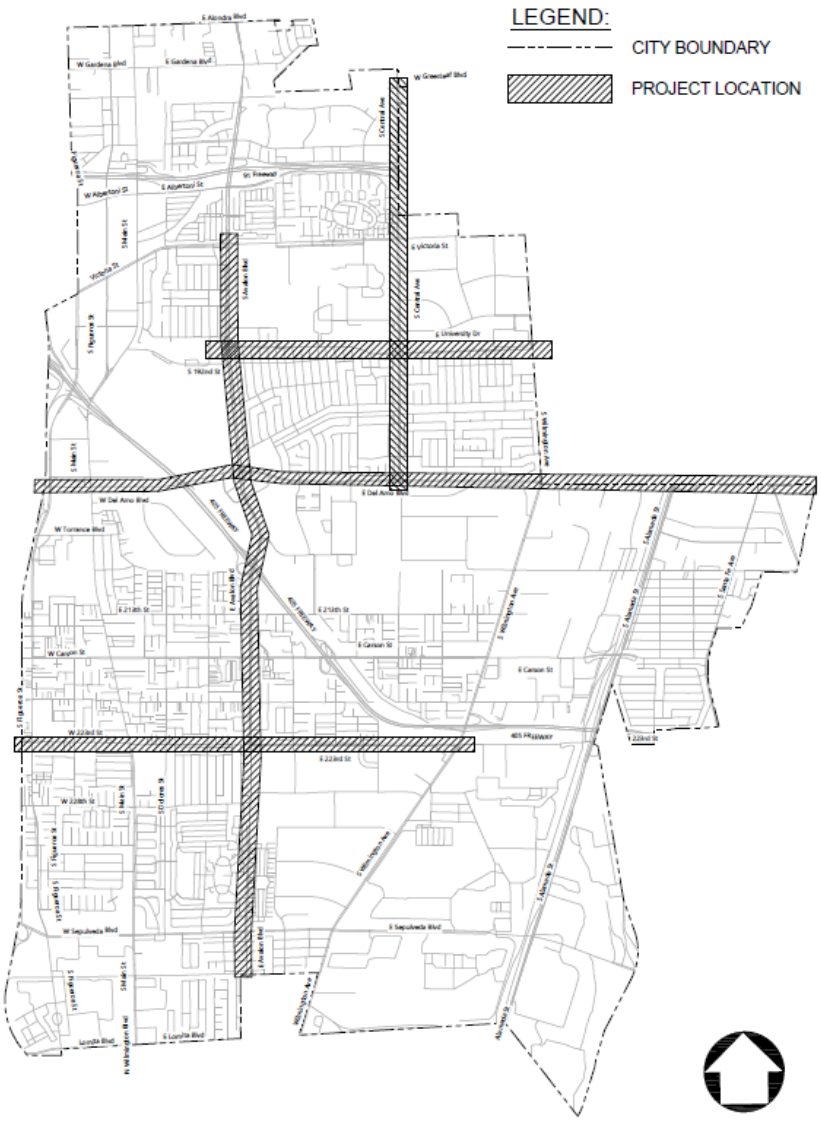
ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Signing & Striping - University Drive	1	LS	$100,000	$100,000
Signing & Striping - Avalon Boulevard	1	LS	$800,000	$800,000
Signing & Striping - Central Avenue	1	LS	$325,000	$325,000
Signing & Striping - Del Amo Boulevard	1	LS	$700,000	$700,000
Signing & Striping - 223rd Street	1	LS	$600,000	$600,000
Flexible Traffic Post	200	EA	$225	$45,000
Traffic Signal Modifications – Installation of Detection loops	311	EA	$500	$155,500
Traffic Signal Modifications – Modification of video detection zones	7	EA	$1,500	$10,500
Median Modifications	1	LS	$3,383,100	$3,383,100
Construction Support	1	LS	$520,000	$520,000
GRAND TOTAL				$6,639,100

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Finalize PSE	January 2024	February 2024	2
Solicitation (Bid / Proposal)	March 2024	April 2024	2
Excavation	June 2024	February 2025	9
Concrete	June 2024	February 2025	9
Traffic Control	June 2024	February 2025	9
Signage	June 2024	February 2025	9
General Construction / Close out Project	March 2025	May 2025	3

PROJECT MAP:



FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M460110
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	MEASURE M MSP $	OTHER $	OTHER %	Total $
Project Quarter Expenditure				
This Quarter Expenditure				$ -
Retention Amount (5%)	0			
Net Invoice Amount (Less Retention)	$ -			$ -
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				-
Total Project Budget	5,384,000.00	1,254,700.00		$ 6,638,700.00
% of Project Budget Expended to Date				
Balance Remaining	5,384,000.00	1,254,700.00		6,638,700.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2021-2022 ☐ 2022-2023 ☐ 2023-2024
☐ 2024-2025 ☐ 2025-2026 ☐ 2026-2027

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit

LACMTA Project Manager	Name:	ANNIE CHOU
	Phone Number:	213.418.3543
	E-mail:	CHOUA@METRO.NET

Project Sponsor Contact / Project Manager	Contact Name:	JOHN MERILL
	Job Title:	PE, TE
	Department:	
	City / Agency:	CITY OF CARSON
	Mailing Address:	701 E CARSON ST. CA 90745
	Phone Number:	310.952.1700 X1815
	E-mail:	JMERRILL@CARSONCA.GOV

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	$ CHARGED TO MEASURE M MSP	$ CHARGED TO OTHER FUNDING
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
TOTAL					

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.

2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____

Signature *Date*

_____ _____

Name *Title*

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID **LA9919335** Implementing Agency **Carson, City of**

Project Description: The purpose of this project is to install Class II bike lanes on University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 15.5 miles of City streets. New bike lanes total approximately 31 miles.

SCAG RTP Project #: 7120004
Study:N/A Is Model: Model #:
PM: John Merrill - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy | Route : | Postmile: | Distance: | Phase: No Project Activity | Completion Date 12/31/2030

Lane # Extd: | Lane # Prop: | Imprv Desc:

Air Basin: SCAB | Envir Doc: CATEGORICAL EXCLUSION/CATEGORICAL EXEMPTION -- JOINT NEPA/CEQA - 05/01/2024

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region:

CTIPS ID: | EA #: | PPNO:

Program Code: NCR26 - BICYCLE FACILITY-NEW Stop Loc:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
CITY - City Funds	PE		$0							$0
	RW		$0							$0
	CON		$126							$126
	SUBTOTAL		$126							$126
MEASURE M MYSP (Multi Year Subregional Program)	PE	$0	$0	$0						$0
	RW	$0	$0	$0						$0
	CON	$150	$2,350	$3,034						$5,534
	SUBTOTAL	$150	$2,350	$3,034						$5,534
	TOTAL	**$150**	**$2,476**	**$3,034**						**$5,660**

TOTAL PE: $0 **TOTAL RW: $0** **TOTAL CON: $5,660** **TOTAL PROGRAMMED: $5,660**

- **General Comment:** New project approved by Metro Board on 9/30/2023.
- **Modeling Comment:**
- **TCM Comment:** .
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 25-01 - Submitted** **Change reason**:NEW PROJECT **Total Project Cost** **$5,660**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

AMENDMENT No. 1 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated January 26, 2026, for reference purposes only, by and between the City of Carson ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M460109, dated February 1, 2024, (the "Existing FA"), which Existing FA provides for the Bike Lane Installation- Carson St., Figueroa St., Main St., Victoria St., (the "Project"); and

B. WHEREAS, the LACMTA Board on September 25, 2025 approved the increase to the Measure M Funds by $5,363,570, from $5,256,700 to $10,620,270 for Construction. This amount is within the Board authorized budget increase for the Project; and

C. WHEREAS, the LACMTA Board on September 25, 2025 approved reprogramming of the Measure M Funds previously approved; and

D. WHEREAS, the Funds are currently programmed as follows: **$5,628,743** in Measure M Funds in Fiscal Year (FY) 2025-26, and **$4,991,527** in FY 2026-27. The total designated for Construction of the Bike Lane Installation- Carson St., Figueroa St., Main St., Victoria St is **$10,620,270**; and

E. WHEREAS, the LACMTA Board on September 23, 2021 delegated administrative authority to modify the scope of work of projects and project development phases consistent with eligibility requirements; and

F. WHEREAS, LACMTA administratively approved minor changes to the Scope of Work; and

G. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure M funds are available, LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $10,620,270 (the "Funds") for the Project. LACMTA Board of Directors' actions September 28, 2023 and September 25, 2025 granted the Measure M Funds for the Project. LACMTA Board of Directors' action on September 25, 2025 reprogrammed the Measure M Funds for the Project. The Funds are currently programmed over two Fiscal Years (FY) 2025-26, and FY 2026-27."

2. Part I, Paragraph 14 of the Existing FA is hereby amended to change GRANTEE's project manager to:

City of Carson
701 E. Carson St., Carson, CA 90745
Ian Holst, PE
Associate Civil Engineer
Phone: 310.847.3539
Email: iholst@carsonca.gov

3. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028. All Funds programmed for FY 2026-27 are subject to lapse by June 30, 2029."

4. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

5. Attachment B of the Existing FA is hereby replaced by Attachment B-1, attached.

6. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

7. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet of the Existing FA is hereby replaced by Attachment E-1, attached.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.03.11 14:41:51 -08'00'
Deputy

GRANTEE:

City of Carson

By: _____ Date: _____
Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Sunny K. Soltani
City Attorney

ATTEST:

By: _____ Date: _____
Dr. Khaleah R. Bradshaw
City Clerk

ATTACHMENT A -1 PROJECT FUNDING

Measure M Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA.9200000000M460109

Project Title: Bike Lane Installation - Carson St., Figueroa St., Main St., Victoria St. Project#: MM4601.09

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS				$ 5,628,743	$ 4,991,527		$ 10,620,270	
SUM PROG LACMTA FUNDS	$ -	$ -	$ -	$ 5,628,743	$ 4,991,527	$ -	$ 10,620,270	**88%**
OTHER NON LACMTA FUNDING:								
LOCAL: (General Funds)				$ 215,200	$ 1,266,600		$ 1,481,800	12%
STATE:							$ -	0%
FEDERAL: (HSIP-5403)							$ -	0%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ 215,200	$ 1,266,600	$ -	$ 1,481,800	**12%**
TOTAL PROJECT FUNDS	$ -	$ -	$ -	$ 5,843,943	$ 6,258,127	$ -	$ 12,102,070	**100%**

Use Actual $$$

ATTACHMENT B - 1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA# 9200000000M460109
Project Title: Bike Lane Installation - Carson St., Figueroa St., Main St., Victoria St. Project#:MM4601.09

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$50,000	$1,500,000	$2,000,000	$2,500,000	$2,500,000	$2,070,270	$10,620,270
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$50,000**	**$1,500,000**	**$2,000,000**	**$2,500,000**	**$2,500,000**	**$2,070,270**	**$10,620,270**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$50,000**	**$1,500,000**	**$2,000,000**	**$2,500,000**	**$2,500,000**	**$2,070,270**	**$10,620,270**
OTHER NON LACMTA FUNDING:									
LOCAL: Local Match (General Fund)									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$6,900	$208,300	$277,700	$347,200	$347,200	$294,500	$1,481,800
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$6,900**	**$208,300**	**$277,700**	**$347,200**	**$347,200**	**$294,500**	**$1,481,800**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$6,900**	**$208,300**	**$277,700**	**$347,200**	**$347,200**	**$294,500**	**$1,481,800**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$6,900**	**$208,300**	**$277,700**	**$347,200**	**$347,200**	**$294,500**	**$1,481,800**
PROJECT FUNDING FY2025-26 and FY2026-27	**$0**	**$0**	**$56,900**	**$1,708,300**	**$2,277,700**	**$2,847,200**	**$2,847,200**	**$2,364,770**	**$12,102,070**
TOTAL LACMTA FUNDS	**$0**	**$0**	**$50,000**	**$1,500,000**	**$2,000,000**	**$2,500,000**	**$2,500,000**	**$2,070,270**	**$10,620,270**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$6,900**	**$208,300**	**$277,700**	**$347,200**	**$347,200**	**$294,500**	**$1,481,800**
TOTAL PROJECT FUNDING	**$0**	**$0**	**$56,900**	**$1,708,300**	**$2,277,700**	**$2,847,200**	**$2,847,200**	**$2,364,770**	**$12,102,070**

ATTACHMENT C-1
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME:
Bike Lane Installation – Carson St., Figueroa St., Main St., and Victoria St.

PROJECT LOCATION/LIMITS/AREA:

The project is located at Carson St., Figueroa., Main St., and Victoria St., in the City of Carson, in the South Bay area.
This project limits are along Figueroa St and Main St within City limits, along Victoria St bounded by City limits on East and Avalon Blvd on West, along Carson St bounded by City limits on East and 405 on West.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

Installing Class II bike lanes on Figueroa Street, Main Street, Victoria Street, and Carson Street in the City of Carson including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 14.5 miles of City streets. New bike lanes total approximately 29 miles.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Construction	$9,278,070	$1,294,530	$10,572,600
Construction Engineering	$1,342,200	$187,270	$1,529,470
TOTAL BUDGET COST	$10,620,270	$1,481,800	**$12,102,070**

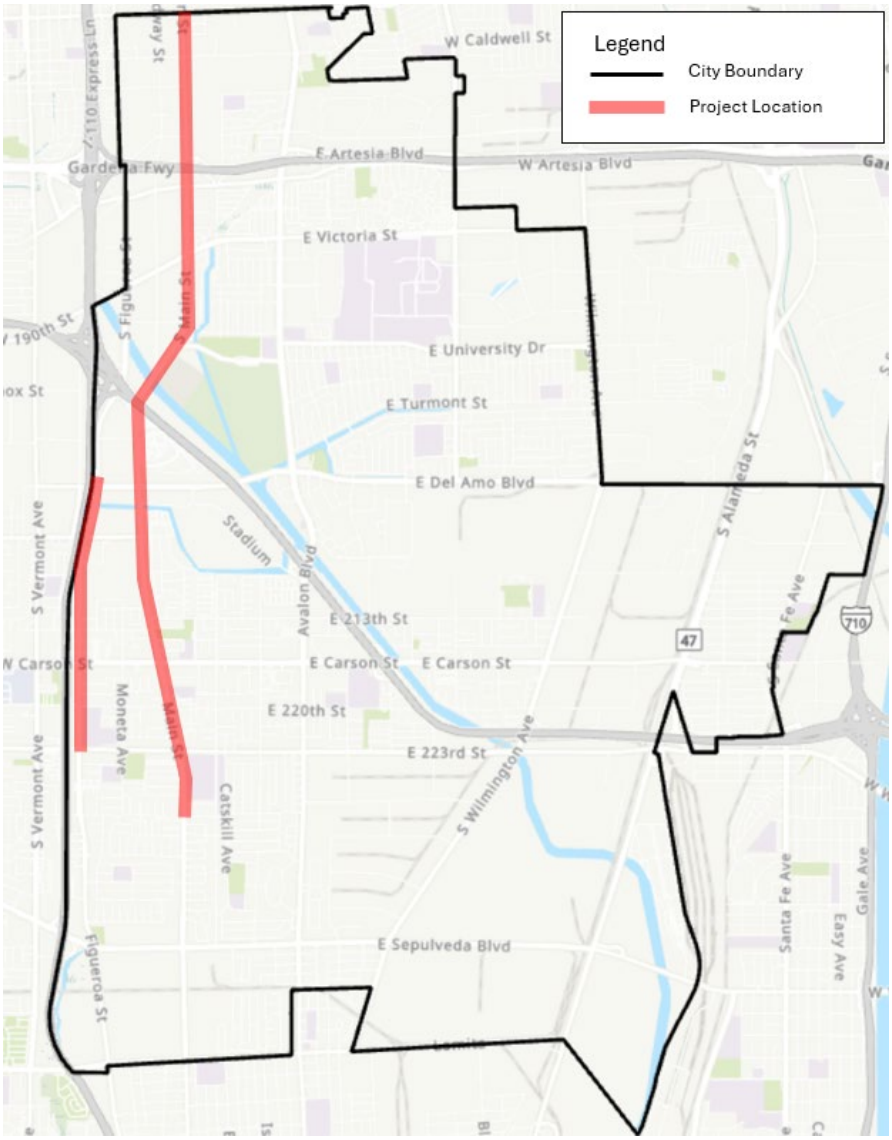
ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	ITEM COST
GENERAL	
"Bonding, Mobilization, Demobilization, and Insurance	
(limited to 10% of total bid)"	$800,000
Traffic Control	$500,000
Erosion Control/BMP Implementation	$100,000
Construction Survey & Monumentation	$100,000
CIVIL IMPROVEMENTS	
Demolition & Unclassified Excavation	$1,395,000
Construct 6" Curb and Gutter Over 6" CMB	$427,500
Construct 6" Curb Only Over 6" CMB	$243,000
Construct 6.5" AC Pavement Base Course	$750,000
Construct 1.5" AC Overlay	$153,000
Construct 12" PCC Pavement Over 8" CMB	$1,050,000
Construct Rock Cobble In-Kind	$261,000
Construct Stamped Concrete	$115,500
Grading	$113,100
Crushed Miscellaneous Base	$292,500
Adjust Water Meter To Grade	$4,500
Adjust Water Valve To Grade	$7,425
Adjust Manhole To Grade	$18,875
Adjust Pull Box to Grade	$4,500
Remove Pull Box	$3,600
Install New Pull Box, Conduit and Wiring	$3,000
Install New Street Light Foundation Complete	$157,500
LANDSCAPE & IRRIGATION IMPROVEMENTS	
Relocate Irrigation Cabinet on New Foundation	$15,000
Remove Irrigation/Water Meter	$15,000
Remove Irrigation/Water Valve	$9,000
Relocate Irrigation Meter	$45,000
Relocate Irrigation Valve	$48,000
Relocate Backflow Preventer	$3,000
Miscellaneous Irrigation Modification	$500,000
Remove Existing Boulder	$27,000
Remove Existing Tree and Replace In-Kind	$138,000
SIGNING & STRIPING IMPROVEMENTS	
Remove Stripe	$60,400
Remove Pavement Marking	$42,250
Install Stripe	$291,600
Install Pavement Marking	$232,800
Install Green Conflict Zone Striping	$652,500
Install Red Curb	$6,400
Remove Sign Panel & Post	$8,000
Remove Sign Panel	$900
Install Sign Panel & Post	$72,000
Install Sign Panel	$121,000
Install Flexible Traffic Post	$12,150
TRAFFIC SIGNAL IMPROVEMENTS	$200,000
CONSTRUCTION ENGINEERING	$1,529,470
CONTINGENCY	$1,572,600
GRAND TOTAL	**$12,102,070**

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Finalize PSE	January 2024	December 2025	24
Solicitation (Bid / Proposal)	January 2026	February 2026	2
Excavation	May 2026	February 2027	10
Concrete	May 2026	February 2027	10
Traffic Control	May 2026	February 2027	10
Signage	May 2026	February 2027	10
General Construction / Close out Project	March 2027	May 2027	3

PROJECT MAP:



ATTACHMENT E-1 - FTIP SHEET

Los Angeles Metropolitan Transportation Authority

2027 Federal Transportation Improvement Program ($000)

TIP ID **LA9919326** Implementing Agency **Carson, City of**

Project Description: Installing Class II bike facilities on Figueroa Street, Main Street, Victoria Street, and Carson Street in the City of Carson including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 14.5 miles of City streets.

SCAG RTP Project #: 7120004
Study:N/A Is Model: Model #:
PM: John Merrill - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy | Route : | Postmile: | Distance: | Phase: Engineering/Plans, Specifications and Estimates (PS&E) | Completion Date 12/31/2029

Lane # Extd: | Lane # Prop: | Imprv Desc:

Air Basin: SCAB | Envir Doc: CATEGORICAL EXCLUSION/CATEGORICAL EXEMPTION -- JOINT NEPA/CEQA - 05/01/2024

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region: South Bay Cities COG

CTIPS ID: | EA #: | PPNO:

Program Code: NCN26 - BICYCLE FACILITY-NEW Stop Loc:

	PHASE	PRIOR	26/27	27/28	28/29	29/30	30/31	31/32	BEYOND	PROG TOTAL
CITY - City Funds	PE	$0	$0							$0
	RW	$0	$0							$0
	CON	$215	$1,267							$1,482
	SUBTOTAL	$215	$1,267							$1,482
MEASURE M MYSP (Multi Year Subregional Program)	PE	$0	$0							$0
	RW	$0	$0							$0
	CON	$1,550	$9,070							$10,620
	SUBTOTAL	$1,550	$9,070							$10,620
	TOTAL	**$1,765**	**$10,337**							**$12,102**

TOTAL PE: $0 **TOTAL RW: $0** **TOTAL CON: $12,102** **TOTAL PROGRAMMED: $12,102**

- General Comment: Delays associated with required additional funding and with SCE review of lighting plan. Project is anticipated to be bid out for construction in December 2025 after receiving revised lighting plans from SCE. Cost increases associated with additional median modification work and price escalation.
- Modeling Comment: Delays associated with required additional funding and with SCE review of lighting plan. Project is anticipated to be bid out for construction in December 2025 after receiving revised lighting plans from SCE. Cost increases associated with additional median modification work and price escalation.
- TCM Comment: Delays associated with required additional funding and with SCE review of lighting plan. Project is anticipated to be bid out for construction in December 2025 after receiving revised lighting plans from SCE. Cost increases associated with additional median modification work and price escalation.
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised **Adoption 27-00 - In Progress** **Change reason**:Carry over from 25TIP, Addition **Total Project Cost** **$12,102**

AMENDMENT No. 1 TO MEASURE M FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated January 26, 2026, for reference purposes only, by and between the City of Carson ("GRANTEE") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M460110, dated February 1, 2024, (the "Existing FA"), which Existing FA provides for the Bike Lane Installation- 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr., (the "Project"); and

B. WHEREAS, the LACMTA Board on September 25, 2025 approved the increase to the Measure M Funds by **$1,450,292,** from **$5,384,400** to **$6,834,692** for Construction. This amount is within the Board authorized budget increase for the Project; and

C. WHEREAS, the LACMTA Board on September 25, 2025 approved reprogramming of the Measure M Funds previously approved; and

D. WHEREAS, the Funds are currently programmed as follows: **$3,280,652** in Measure M Funds in Fiscal Years (FY) 2025-26 and **$3,554,040** in FY 2026-27. The total designated for Construction of the Bike Lane Installation- 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. is $6,834,692; and

E. WHEREAS, the LACMTA Board on September 23, 2021, delegated administrative authority to modify the scope of work of projects and project development phases consistent with eligibility requirements; and

F. WHEREAS, LACMTA administratively approved minor changes to the Scope of Work; and

G. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure M funds are available, LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $6,834,692 (the "Funds") for the Project. LACMTA Board of Directors' actions on September 28, 2023 and September 25, 2025 granted the Measure M Funds for the Project. LACMTA Board of Directors' action on September 25, 2025 reprogrammed the Measure M Funds for the Project. The Funds are currently programmed over two Fiscal Years (FY): $3,280,652 in FY 2025-26; and $3,554,040 in FY 2026-27."

2. Part I, Paragraph 14 of the Existing FA is hereby amended to change GRANTEE's project manager to:

City of Carson
701 E. Carson St., Carson, CA 90745
Ian Holst, PE
Associate Civil Engineer
Phone: 310.847.3539
Email: iholst@carsonca.gov

3. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028. All Funds programmed for FY 2026-27 are subject to lapse by June 30, 2029."

4. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

5. Attachment B of the Existing FA is hereby replaced by Attachment B-1, attached.

6. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

7. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet of the Existing FA is hereby replaced by Attachment E-1, attached.

8. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.03.11 14:47:49 -08'00'
Deputy

GRANTEE:

City of Carson

By: _____ Date: _____
Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Sunny K. Soltani
City Attorney

ATTEST:

By: _____ Date: _____
Dr. Khaleah R. Bradshaw
City Clerk

ATTACHMENT A -1 PROJECT FUNDING

Measure M Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA.9200000000M460110

Project Title: Bike Lane Installation - 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. Project#: MM4601.10

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS		$ -	$ -	$ 3,280,652	$ 3,554,040		$ 6,834,692	
SUM PROG LACMTA FUNDS	$ -	$ -	$ -	$ 3,280,652	$ 3,554,040	$ -	$ 6,834,692	**83%**
OTHER NON LACMTA FUNDING:								
LOCAL:			$ -	$ 1,384,800			$ 1,384,800	17%
STATE:							$ -	0%
FEDERAL: HSIP			$ -				$ -	0%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ 1,384,800	$ -	$ -	$ 1,384,800	**17%**
TOTAL PROJECT FUNDS	$ -	$ -	$ -	$ 4,665,452	$ 3,554,040	$ -	$ 8,219,492	**100%**

Use Actual $$$

ATTACHMENT B -1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - FA# 9200000000M460110
Project Title: Bike Lane Installation - 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. Project#:MM4601.10

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$50,000	$1,000,000	$1,300,000	$1,600,000	$1,600,000	$1,284,692	$6,834,692
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$50,000**	**$1,000,000**	**$1,300,000**	**$1,600,000**	**$1,600,000**	**$1,284,692**	**$6,834,692**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$50,000**	**$1,000,000**	**$1,300,000**	**$1,600,000**	**$1,600,000**	**$1,284,692**	**$6,834,692**
OTHER NON LACMTA FUNDING:									
LOCAL: Local Match (General Fund)									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$10,100	$202,600	$263,400	$324,200	$324,200	$260,300	$1,384,800
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$10,100**	**$202,600**	**$263,400**	**$324,200**	**$324,200**	**$260,300**	**$1,384,800**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$10,100**	**$202,600**	**$263,400**	**$324,200**	**$324,200**	**$260,300**	**$1,384,800**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$10,100**	**$202,600**	**$263,400**	**$324,200**	**$324,200**	**$260,300**	**$1,384,800**
PROJECT FUNDING FY2025-26 and FY2026-27	**$0**	**$0**	**$60,100**	**$1,202,600**	**$1,563,400**	**$1,924,200**	**$1,924,200**	**$1,544,992**	**$8,219,492**
TOTAL LACMTA FUNDS	**$0**	**$0**	**$50,000**	**$1,000,000**	**$1,300,000**	**$1,600,000**	**$1,600,000**	**$1,284,692**	**$6,834,692**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$10,100**	**$202,600**	**$263,400**	**$324,200**	**$324,200**	**$260,300**	**$1,384,800**
TOTAL PROJECT FUNDING	**$0**	**$0**	**$60,100**	**$1,202,600**	**$1,563,400**	**$1,924,200**	**$1,924,200**	**$1,544,992**	**$8,219,492**

ATTACHMENT C-1
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME:
Bike Lane Installation – 223rd St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr.

PROJECT LOCATION/LIMITS/AREA:

The project is located on 223rd St. and Avalon Blvd. Dr in the City of Carson, in the South Bay area.

This project limits are along Avalon Boulevard from 219th Street to Sepulveda Boulevard and along 223rd Street from Anchor Avenue to Bonita Street.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The purpose of this project is to modify medians and install Class II bike lanes on Avalon Boulevard and 223rd Street including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 2 miles of City streets. New bike lanes total approximately 4 miles. This project also includes the replacement of street lighting from medians onto City sidewalks in some segments.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Construction	$5,986,565	$1,212,958	$7,199,523
Construction Engineering	$848,127	$171,842	$1,019,969
TOTAL BUDGET COST	**$6,834,692**	**$1,384,800**	**$8,219,492**

ESTIMATED PROJECT COSTS:

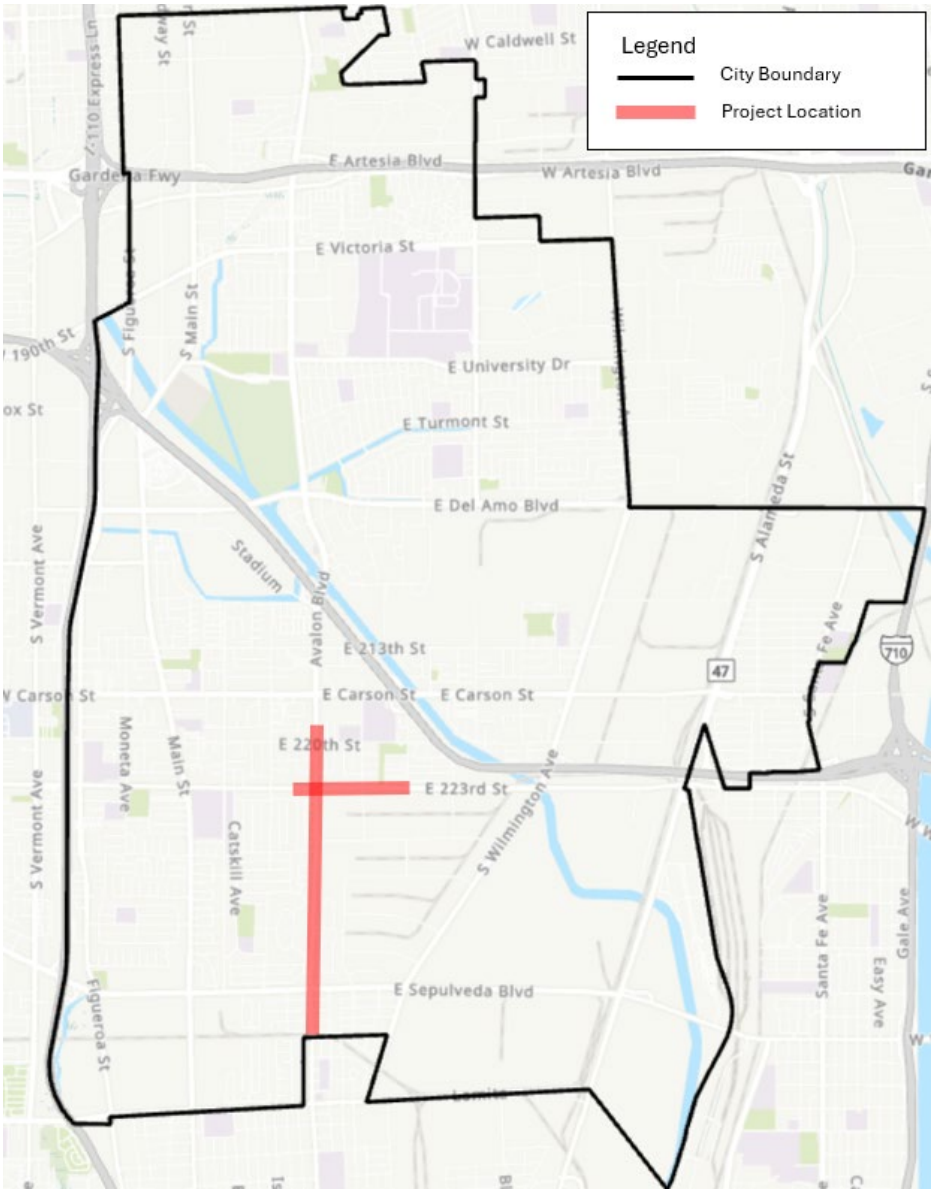
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
GENERAL				
"Bonding, Mobilization, Demobilization, and Insurance (limited to 10% of total bid)"	1	LS	$750,000	$750,000
Traffic Control	1	LS	$300,000	$300,000
Erosion Control/BMP Implementation	1	LS	$75,000	$75,000
Construction Survey & Monumentation	1	LS	$75,000	$75,000
CIVIL IMPROVEMENTS				
Demolition & Unclassified Excavation	1,250	CY	$600	$750,000
Construct 6" Curb and Gutter Over 6" CMB	0	LF	$0	$0

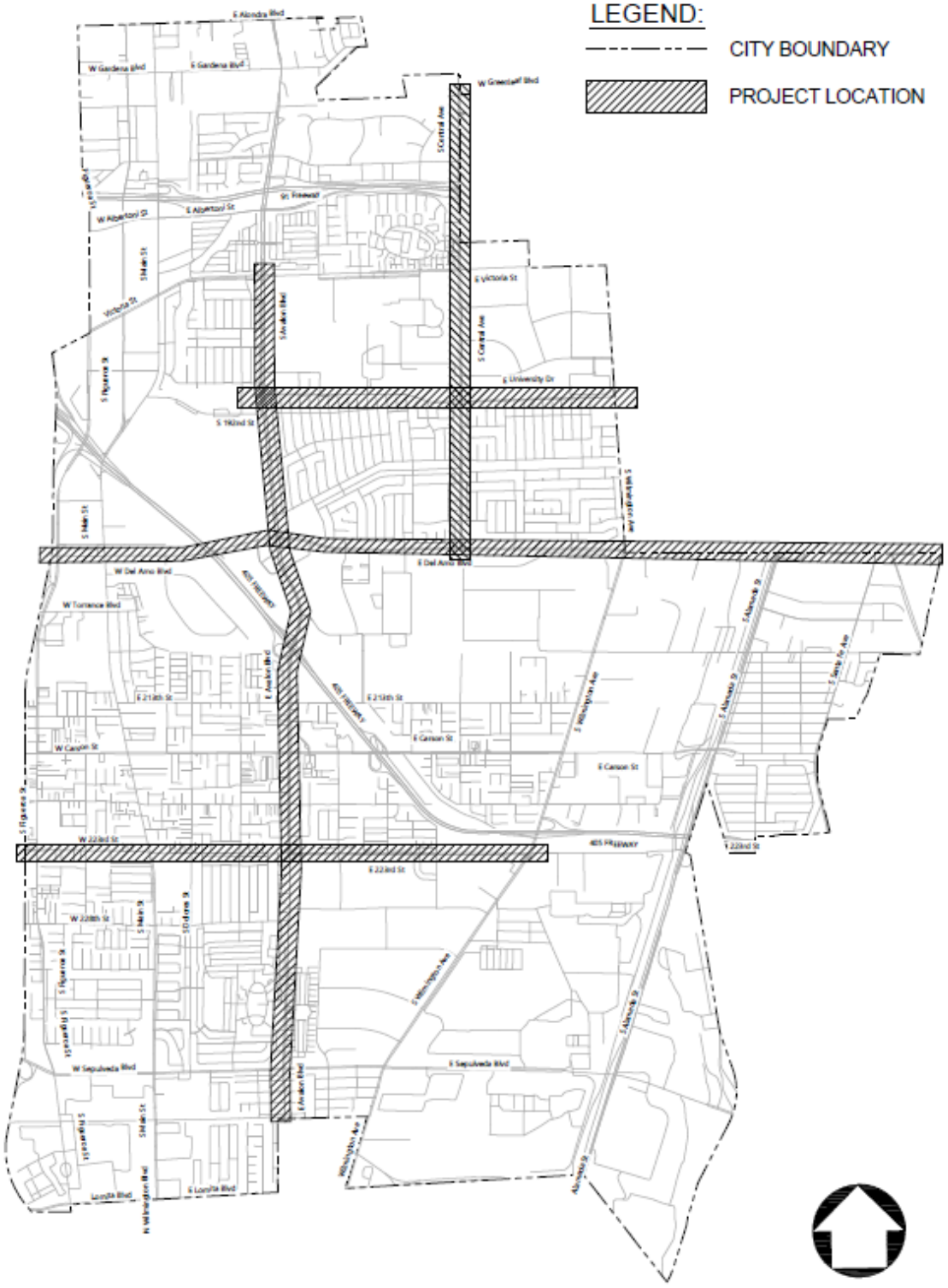
Construct 6" Curb Only Over 6" CMB	2,350	LF	$123.40	$290,000
Construct 6.5" AC Pavement Base Course	1,100	TON	$400	$440,000
Construct 1.5" AC Overlay	260	TON	$384.62	$100,000
Construct 12" PCC Pavement Over 8" CMB	200	CY	$2,000	$400,000
Construct Rock Cobble In-Kind	2,280	SF	$83.33	$190,000
Construct Stamped Concrete	1,120	SF	$53.57	$60,000
Grading	10,600	SF	$10.38	$110,000
Crushed Miscellaneous Base	860	CY	$203.49	$175,000
Adjust Water Meter To Grade	2	EA	$7,500	$15,000
Adjust Water Valve To Grade	6	EA	$3,333.33	$20,000
Adjust Manhole To Grade	1	EA	$10,000	$10,000
Adjust Pull Box to Grade	1	EA	$10,000	$10,000
Remove Pull Box	1	EA	$10,000	$10,000
Install New Pull Box, Conduit and Wiring	1	EA	$10,000	$10,000
Install New Street Light Foundation Complete	15	EA	$14,000	$210,000
LANDSCAPE & IRRIGATION IMPROVEMENTS				
Relocate Irrigation Cabinet on New Foundation	1	EA	$20,000	$20,000
Remove Irrigation/Water Meter	3	EA	$6,000	$18,000
Remove Irrigation/Water Valve	7	EA	$6,000	$42,000
Relocate Irrigation Meter	1	EA	$15,000	$15,000
Relocate Irrigation Valve	7	EA	$6,000	$42,000
Relocate Backflow Preventer	1	EA	$8,000	$8,000
Miscellaneous Irrigation Modification	1	LS	$600,000	$600,000
Remove Existing Boulder	1	EA	$15,000	$15,000
Remove Existing Tree and Replace In-Kind	20	EA	$12,000	$240,000
SIGNING & STRIPING IMPROVEMENTS				
Remove Stripe	11,000	LF	$3	$36,000
Remove Pavement Marking	26	EA	$1,038	$27,000
Install Stripe	36,300	LF	$5	$175,000
Install Pavement Marking	100	EA	$1,300	$130,000
Install Green Conflict Zone Striping	28,500	SF	$24	$685,000
Install Red Curb	142	LF	$14	$2,000
Remove Sign Panel & Post	5	EA	$800	$4,000
Remove Sign Panel	6	EA	$333	$2,000
Install Sign Panel & Post	28	EA	$1,964	$55,000
Install Sign Panel	50	EA	$1,600	$80,000
Install Flexible Traffic Post	3	EA	$1,333	$4,000
TRAFFIC SIGNAL IMPROVEMENTS				$200,000
CONSTRUCTION ENGINEERING				$1,019,969
CONTINGENCY				$799,523
GRAND TOTAL				$8,219,492

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Finalize PSE	January 2024	December 2025	24
Solicitation (Bid / Proposal)	January 2026	February 2026	2
Excavation	May 2026	February 2027	10
Concrete	May 2026	February 2027	10
Traffic Control	May 2026	February 2027	10
Signage	May 2026	February 2027	10
General Construction / Close out Project	March 2027	May 2027	3

PROJECT MAP:




LEGEND:
CITY BOUNDARY
PROJECT LOCATION

Los Angeles Metropolitan Transportation Authority

2027 Federal Transportation Improvement Program ($000)

TIP ID **LA9919335** Implementing Agency **Carson, City of**

Project Description: The purpose of this project is to install Class II bike lanes on University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street including signing, striping, and the modification of medians to increase road width for dedicated bike lanes along approximately 15.5 miles of City streets. New bike lanes total approximately 31 miles.

SCAG RTP Project #: 7120004
Study:N/A Is Model: Model #:
PM: John Merrill - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy | Route : | Postmile: | Distance: | Phase: Engineering/Plans, Specifications and Estimates (PS&E) | Completion Date 12/31/2029

Lane # Extd: | Lane # Prop: | Imprv Desc:

Air Basin: SCAB | Envir Doc: CATEGORICAL EXCLUSION/CATEGORICAL EXEMPTION -- JOINT NEPA/CEQA - 05/01/2024

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region:

CTIPS ID: | EA #: | PPNO:

Program Code: NCN26 - BICYCLE FACILITY-NEW Stop Loc:

	PHASE	PRIOR	26/27	27/28	28/29	29/30	30/31	31/32	BEYOND	PROG TOTAL
CITY - City Funds	PE	$0	$0							$0
	RW	$0	$0							$0
	CON	$213	$1,172							$1,385
	SUBTOTAL	$213	$1,172							$1,385
MEASURE M MYSP (Multi Year Subregional Program)	PE	$0	$0							$0
	RW	$0	$0							$0
	CON	$1,050	$5,785							$6,835
	SUBTOTAL	$1,050	$5,785							$6,835
	TOTAL	**$1,263**	**$6,957**							**$8,220**

TOTAL PE: $0 **TOTAL RW: $0** **TOTAL CON: $8,220** **TOTAL PROGRAMMED: $8,220**

- General Comment: Delays associated with required additional funding and with SCE review of lighting plan. Project is anticipated to be bid out for construction in December 2025 after receiving revised lighting plans from SCE. Cost increases associated with additional median modification work and price escalation.
- Modeling Comment: Delays associated with required additional funding and with SCE review of lighting plan. Project is anticipated to be bid out for construction in December 2025 after receiving revised lighting plans from SCE. Cost increases associated with additional median modification work and price escalation.
- TCM Comment: Delays associated with required additional funding and with SCE review of lighting plan. Project is anticipated to be bid out for construction in December 2025 after receiving revised lighting plans from SCE. Cost increases associated with additional median modification work and price escalation.
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised **Adoption 27-00 - In Progress** **Change reason**:Carry over from 25TIP, Carry o **Total Project Cost** **$8,220**

RESOLUTION NO. 26-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING FUNDING AGREEMENT AMENDMENTS NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1452: BIKE LANE INSTALLATION AND MEDIAN MODIFICATIONS ON FIGUEROA STREET, MAIN STREET, 223RD STREET, AND AVALON BOULEVARD, LACMTA PROJECT # MM4601.09, FTIP #LA9919326 AND LACMTA PROJECT # MM4601.10, FTIP #LA9919335

WHEREAS, Los Angeles County Metropolitan Transportation Authority ("LACMTA") entered into the Measure M Funding Agreement dated February 1, 2024 ("Measure M Funding Agreement Project A"), programming Measure M Funds to the City of Carson ("City") for the Bike Lane Installation – Carson Street, Figueroa Street, Main Street, Victoria Street project, LACMTA Project ID# MM4601.09 and FTIP# LA9919326 ("Project A"); and

WHEREAS, LACMTA entered into the Measure M Funding Agreement dated February 1, 2024 ("Measure M Funding Agreement Project B"), programming Measure M Funds to the City for the Bike Lane Installation – 223rd Street, Avalon Boulevard, Central Avenue, Del Amo Boulevard, University Drive project, LACMTA Project ID# MM4601.10 and FTIP# LA9919335 ("Project B"); and

WHEREAS, on September 25, 2025, the LACMTA Board approved the increase to the Measure M funds for Project A by $5,363,570, from $5,256,700 to $10,620,270; and

WHEREAS, on September 25, 2025, the LACMTA Board approved the increase to the Measure M funds for Project B by $1,450,292, from $5,384,400 to $6,834,692; and

WHEREAS, approval of Amendment No. 1 to the Measure M Funding Agreement Project A will permit the increase of funds as approved by the LACMTA Board; and

WHEREAS, approval of Amendment No. 1 to the Measure M Funding Agreement Project B will permit the increase of funds as approved by the LACMTA Board.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Amendment No. 1 to Measure M Funding Agreements. The City Council hereby approves Amendment No. 1 to the Measure M Funding Agreement Project A and Amendment No. 1 to the Measure M Funding Agreement Project B, copies of which are attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein by this reference, and authorizes the Mayor to execute the same.

Section 3. Further Acts. The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. Severability. 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 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED this 20th day of May, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

Amendment No. 1 to Measure M Funding Agreement Project A

See Attached

EXHIBIT “B”

Amendment No. 1 to Measure M Funding Agreement Project B

See Attached

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 32.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AN AWARD OF A PUBLIC WORKS AGREEMENT TO CROSSTOWN ELECTRICAL AND DATA, INC. FOR PROJECT NO. 1784: TRAFFIC SIGNAL MODIFICATION (CENTRAL AVENUE & UNIVERSITY DRIVE) (CITY COUNCIL)

I. SUMMARY

Project No. 1784: Traffic Signal Modification at Central Avenue and University Drive is included in the City's Capital Improvement Program (CIP). The purpose of this project is to improve the existing traffic signal infrastructure at the intersection of Central Avenue and University Drive in order to enhance traffic operations, improve reliability of the signal system, and support overall public and roadway safety for drivers, pedestrians, and bicyclists traveling through the area.

To secure a qualified construction contractor for the project, the City publicly advertised the project through PlanetBids, the City's electronic bidding platform, from January 12, 2026, through March 12, 2026. A total of seven bids were received and publicly opened by the Purchasing Division Manager on March 12, 2026. Following review and evaluation of the submitted bids, staff determined that Crosstown Electrical & Data, Inc. submitted the lowest responsive and responsible bid in the amount of $667,241. This project is also subject to the requirements of the City's Project Labor Agreement (PLA). The selected contractor and all subcontractors working on the project are required to comply with all applicable terms and conditions of the City's PLA.

Consequently, staff recommends that the City Council award a construction contract to Crosstown Electrical & Data, Inc. in an amount not-to-exceed $667,241. Staff also recommends approval of a ten percent (10%) construction contingency in the amount of $66,724.10 to address any unforeseen field conditions, necessary design adjustments, or additional work that may arise during construction. The total authorized construction budget, including contingency, would therefore be $733,965.10.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a Public Works Agreement for Project No. 1784: Traffic Signal Modification (Central Avenue & University Drive) in the amount of $667,241 to the lowest responsive and responsible bidder, Crosstown Electrical & Data, Inc. (Exhibit No. 3); and,
2. AUTHORIZE the Mayor to execute a Public Works Agreement following approval as to form by the City Attorney; and,

3. AUTHORIZE a 10% construction contingency of $66,724.10 to address any unforeseen construction conditions that may arise.

III. ALTERNATIVES

1. REJECT all bids.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1784: Traffic Signal Modification at Central Avenue and University Drive is included in the City's Capital Improvement Program (CIP), which is the City's long-term planning program for major infrastructure improvements and public safety projects. The purpose of this project is to improve safety and traffic operations at the intersection of Central Avenue and University Drive through the replacement and modernization of the existing traffic signal system. The project includes removal of outdated traffic signal equipment and installation of new signal infrastructure designed to meet current engineering, traffic safety, and accessibility standards.

A key component of the project is the addition of protected left-turn signal phases, commonly referred to as protected left-turn arrows, on all four approaches of the intersection. A protected left-turn phase is a traffic signal feature that allows vehicles turning left to proceed only when opposing traffic is stopped by a red light. This improves safety by reducing conflicts between left-turning vehicles and oncoming traffic. Currently, the intersection does not include protected left-turn phases on any approach, which creates increased potential for collisions between turning vehicles and through traffic. Existing roadway conditions further contribute to safety concerns, particularly the downhill grade on Central Avenue approaching the intersection from the north, which reduces visibility and limits driver reaction time. As a result, the intersection has experienced a number of traffic collisions and ongoing safety concerns. Since the beginning of calendar year 2025, the Los Angeles County Sheriff's Department has documented eight reported collisions at the intersection, in addition to several incidents occurring in prior years.

The City has also received numerous complaints from motorists regarding recurring accidents and overall safety concerns at this location. In response, staff has implemented several interim safety measures while pursuing a permanent long-term solution through Project No. 1784. Temporary measures have included modifying traffic signal timing to provide additional clearance time for turning vehicles, deploying a message board trailer to increase driver awareness, and coordinating with the Sheriff's Department to increase traffic enforcement in the area. The proposed traffic signal improvements are intended to provide a long-term solution by modernizing the intersection, improving visibility and traffic control, enhancing pedestrian accessibility, and reducing the likelihood of future collisions. The project also includes additional safety enhancements designed to improve operations for motorists, pedestrians, bicyclists, and all roadway users.

The project was publicly advertised for construction bids through Invitation for Bids (IFB) No. 26-01. On March 12, 2026, seven bids were received through PlanetBids and publicly opened by the Purchasing Division Manager at the City Clerk's Office. After reviewing the submitted bid documents, staff determined that Crosstown Electrical & Data, Inc. submitted the lowest responsive and responsible bid in the amount of $667,241.

No.	Bidder	Place of Business	Bid Amount
1	Crosstown Electrical & Data, Inc.	Irwindale, CA	$667,241.00

2	California Professional Engineering, Inc.	La Puente, CA	$678,740.50
3	Select Electric, Inc.	Anaheim, CA	$698,850.00
4	Elecnor Belco Electric, Inc.	Chino, CA	$705,585.00
5	Alfaro Communications Construction, Inc.	Compton, CA	$708,723.74
6	Jerusalem Construction, Inc.	National City, CA	$725,144.98
7	Baker Electric & Renewables LLC	Escondido, CA	$801,425.40

A “responsive” bidder is one whose bid complies with all requirements of the bid documents, while a “responsible” bidder is a contractor determined to possess the appropriate licensing, qualifications, financial capability, experience, and ability to successfully complete the project. Staff confirmed that Crosstown Electrical & Data, Inc. submitted all required bid documents, including the required Project Labor Agreement (PLA) Letter of Assent, is properly licensed and registered with the California Department of Industrial Relations, and provided a valid bid bond equal to ten percent of the total bid amount. Staff also confirmed that the company has successfully completed similar traffic signal improvement projects in neighboring jurisdictions, including prior work within the City of Carson.

In accordance with Carson Municipal Code Section 2610, the City issued a Notice of Intent to Award the contract to all bidders on March 17, 2026. The notice also informed bidders of the protest procedures established under Carson Municipal Code Section 2613. No bid protests were received within the required protest period or as of the date of this report.

The anticipated project schedule includes City Council award of the construction contract in May 2026, contract execution in July 2026, commencement of construction in September 2026, completion of construction by May 2027, and project close-out in June 2027. Staff notes that the schedule may be adjusted as necessary due to material availability, weather conditions, or other unforeseen construction-related factors.

Preparation of Plans, Specifications, and Estimates	Completed
Advertise Notice Inviting Bids	Completed

Award of Construction Contract	May 20, 2026
Contract Execution	July 2026
PO Issuance	August 2026
Start of Construction	September 2026
Completion of Construction	May 2027
Project Close-Out	June 2027

Consequently, staff recommends that the City Council award a Public Works Agreement to Crosstown Electrical & Data, Inc., as the lowest responsive and responsible bidder, in the amount of $667,241 for construction of Project No. 1784: Traffic Signal Modification at Central Avenue and University Drive.

V. FISCAL IMPACT

The proposed Public Works Agreement with Crosstown Electrical & Data, Inc. is in an amount not-to-exceed $667,241. In addition to the base contract amount, staff is requesting that the City Council approve a ten percent (10%) construction contingency in the amount of $66,724.10. A construction contingency is a reserve amount set aside to address unforeseen field conditions, necessary design adjustments, utility conflicts, or additional work that may arise during construction. If approved, the total authorized construction budget for Project No. 1784 would be $733,965.10. Funding for the project construction costs will be provided through Development Impact Fee (DIF) Traffic Funds. DIF Traffic Funds are fees collected from new development projects to help pay for transportation and traffic infrastructure improvements needed to support growth and increased traffic demand within the City. If approved by the City Council, the total project construction cost of $733,965.10 will be incorporated into the Fiscal Year 2026-2027 Capital Improvement Program (CIP) budget as part of the City's annual budget adoption process.

VI. EXHIBITS

1. Location Map
2. Bid Register
3. Public Works Agreement

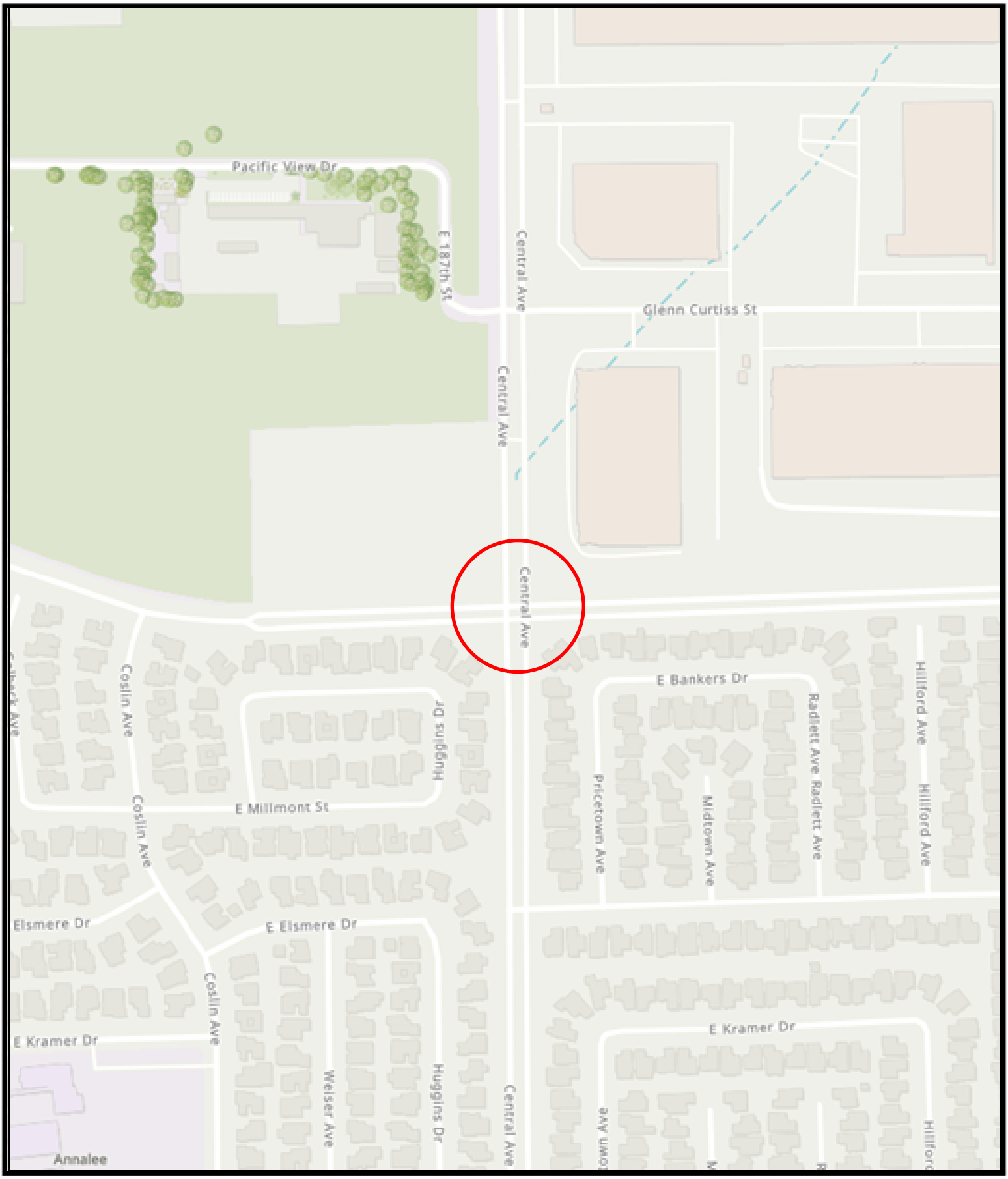
Attachments

Exhibit 1 - Location Map

Exhibit 2 - Bid Register

Exhibit 3 - Construction Contract

EXHIBIT NO. 1



Location Map
Project No. 1784
Traffic Signal Modification
Central Avenue and University Drive

City of Carson

CITY OF CARSON
BID REGISTER

City Clerk's Office RECEIVED 3-12-26 10:00 a.m.

NAME OF PROJECT: *INVITATION FOR BID (IFB) 26-01 – PROJECT NO. 1784 TRAFFIC SIGNAL IMPROVEMENT PLAN SOUTH CENTRAL AVENUE & EAST UNIVERSITY DRIVE*

BID OPENING DATE: *03-12-26* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Crosstown Electrical & Data	David P. Heermance	3/12/26 9:19 a.m.	—	$667,241.00	
2.	California Professional Engineering Inc.	Van Nguyen	3/12/26 9:29 a.m.	—	$678,740.50	
3.	Select Electric Inc.	Landon Smith	3/12/26 9:42 a.m.	—	$698,850.00	
4.	Elecnor Belco Electric, Inc.	John Wong	3/12/26 9:23am	—	$705,585.00	
5.	Alfaro Communications Construction, Inc.	Haidi Daaifi	3/12/26 9:52am	—	$708,723.74	
6.	Jerusalem Construction, Inc.	Alex Karja	3/12/26 9:50am	—	$725,144.98	
7.	Baker Electric & Renewables, LLC	Toni Wright	3/12/26 9:56am	—	$801,425.40	
8.						
9.						
10.						
11.						

Opened By: Khaleah Bradshaw (Print Legibly) KBb (Initials)

City Clerk: K Bradshaw (Signature)

Staff Present: Taelour James (Print Legibly) TJ (Initials)

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

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
CROSSTOWN ELECTRICAL & DATA, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2026, by and between the City of Carson, a California charter city ("**City**") and Crosstown Electrical & Data, Inc., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Project No. 1784: Traffic Signal Modification (Central Avenue & University Drive)** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or

incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

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

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

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

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Six Hundred Sixty Seven Thousand Two Hundred Forty One Dollars (**$667,241.00**) ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within One Hundred (100) working days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Seven Hundred Fifty Dollars ($750.00) 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:

David Heermance _____	President _____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Jonathan Yee, P.E., Traffic Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl, alh]

CONTRACTOR:

CROSSTOWN ELECTRICAL & DATA, INC., a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 5454 Diaz Street
Irwindale, CA 91706

***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 _____, 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_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

CONTRACTOR'S BID

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Imported Items							$667,241.00		
1			Project Mobilization, Demobilization, & Insurance (Not to Exceed 10% of Construction Costs)	LS	1	$14,057.00	$14,057.00	Yes	
2			Surveying & Monument Preservation	LS	1	$13,928.00	$13,928.00	Yes	
3			Traffic Control & Public Noticing	LS	1	$22,555.00	$22,555.00	Yes	
4			Traffic Signing, Striping, Markings and Legends	LS	1	$18,167.00	$18,167.00	Yes	
5			Sawcut & Remove Existing Median Nose and Construct New Median Nose 5' Offset from Edge of Existing Crosswalk Striping Line	EA	2	$3,557.00	$7,114.00	Yes	
6			Retrofit Curb Ramp with Surface Applied Truncated Domes per SPPWC Std. 111-5 and Grind Lip of Gutter at Bottom of Ramp to 0" Curb Face	EA	2	$890.00	$1,780.00	Yes	
7			Sawcut, Remove & Replace PCC ADA Compliant Sidewalk Improvements	SF	1100	$30.00	$33,000.00	Yes	
8			Remove and replace PCC Curb and Gutter	LF	92	$101.00	$9,292.00	Yes	
9			Sawcut, Remove & Replace PCC ADA Compliant Curb Ramp	EA	1	$10,775.00	$10,775.00	Yes	
10			Sawcut And Excavate Roadway, 8" Depth, And Replace with Full Depth AC Pavement Section (2" ARHM On 6" AC Base Course)	SF	2715	$14.50	$39,367.50	Yes	
11			Uniform Depth Cold Mill 2"	SF	3325	$3.60	$11,970.00	Yes	
12			Furnish & Install 2" ARHM Overlay	TON	41	$297.00	$12,177.00	Yes	
13			Remove And Replace Storm Drain Catch Basin Lid Per Applicable Portions of SPPWC Std. 300-4	EA	1	$5,335.00	$5,335.00	Yes	
14			Utility Pothole (New Traffic Signal Poles)	EA	4	$1,717.00	$6,868.00	Yes	
15			Install Traffic Signals, Video/Radar Detection System, & Electrical Service (Including Temporary Signals)	LS	1	$394,145.50	$394,145.50	Yes	
16			Unsuitable Material	CY	10	$298.00	$2,980.00	Yes	
17			Saturated Soil	CY	10	$298.00	$2,980.00	Yes	
18			Allowance	LS	1	$50,000.00	$50,000.00	Yes	
19			Adjust Ex. Water Valve Frame & Cover to Grade	EA	2	$850.00	$1,700.00	Yes	
20			Adjust Ex. Water Meter Box & Cover to Grade	EA	1	$1,000.00	$1,000.00	Yes	
21			Adjust Ex. Traffic Signal Pull Box and Cover to Grade	EA	5	$1,610.00	$8,050.00	Yes	

Section Title	Line Total
Imported Items	$667,241.00
Grand Total	$667,241.00

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

None.

EXHIBIT C

PERFORMANCE BOND

We, Crosstown Electrical & Data, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of Six Hundred Sixty Seven Thousand Two Hundred Forty One Dollars (**$667,241.00**). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Crosstown Electrical & Data, Inc., a California corporation , as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of Six Hundred Sixty Seven Thousand Two Hundred Forty One Dollars (**$667,241.00**). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

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	$ -	#####

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 33.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF RESOLUTION 26-029, APPROVING MEASURE R FUNDING AGREEMENT AMENDMENT NO. 2 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1780: VICTORIA TRANSIT CENTER, LACMTA PROJECT # MR524.02, FTIP #LA9919119 (CITY COUNCIL)

I. SUMMARY

The City is currently advancing CIP Project No. 1780: Victoria Transit Center, which will design and construct a new regional transit center on the campus of California State University, Dominguez Hills (CSUDH), adjacent to Victoria Street (Exhibit No. 1). The proposed project is intended to create a modern public transportation hub that will improve transit access, passenger amenities, and regional connectivity for students, residents, employees, visitors, and transit riders throughout the area. To help fund the project, the City previously secured Measure R transportation grant funding from Los Angeles County Metropolitan Transportation Authority (LACMTA/Metro) in the amount of $3,525,000 for the design and construction of the Victoria Transit Center, in accordance with the terms and conditions of the Funding Agreement (Exhibit No. 2). The original Funding Agreement was approved by the City Council on July 5, 2023. The agreement was subsequently amended on August 5, 2025, through Amendment No. 1, which extended the grant funding lapse date to June 30, 2027, in order to allow additional time for project delivery and completion (Exhibit No. 3). Since that time, updated engineering, design, and construction cost estimates have identified the need for additional grant funding to fully complete the project. In response, Metro approved Funding Agreement Amendment No. 2 (Exhibit No. 4), which increases the Measure R grant funding amount by an additional $7,952,000. If approved, the proposed amendment will increase total available Measure R funding for the Victoria Transit Center project from $3,525,000 to $11,477,000.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution 26-029, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT”, increasing Measure R funds by $7,952,000 (Exhibit No. 5); and,
2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 2 following approval as to form by the City Attorney, for the design and construction of the transit center as part of Project No. 1780.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations; however, the City must execute this funding agreement amendment in order to increase the Measure R funding. Invoices for reimbursement exceeding the current Measure R funding agreement amount cannot be submitted to LACMTA unless this funding agreement amendment is fully executed.
2. TAKE another action the City Council deems appropriate consistent with he requirements of the law.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) includes Project No. 1780: Victoria Transit Center, which is intended to create a modern public transportation hub in the area of California State University, Dominguez Hills (CSUDH). In September 2021, the Board of Los Angeles County Metropolitan Transportation Authority (Metro/LACMTA) approved $3,525,000 in Measure R transportation grant funding to the City to fully fund the estimated design and construction costs of the project at that time.

For several years, the City has utilized the area along Del Amo Boulevard east of Avalon Boulevard as a transit terminal for the Carson Circuit bus system. Currently, the location contains only limited transit amenities, consisting primarily of bus stop signs and benches located within the public right-of-way adjacent to an open parking lot. While functional, the existing site does not provide the level of passenger amenities, comfort, accessibility, or transit connectivity needed to support the growing transportation demands of the area. The proposed Victoria Transit Center would provide a significantly improved and centralized transit facility designed to better serve students, residents, employees, visitors, and transit riders in the surrounding community, including the nearby 157-acre development area within the City of Carson. The project is strategically located near CSUDH and along Victoria Street, where several public transit providers currently operate. The new Transit Center is intended to serve as a shared regional transportation hub benefiting multiple transit agencies, including Metro, Long Beach Transit, Carson Circuit, and Torrance Transit. The facility would provide a centralized location where riders can transfer between bus routes more safely, conveniently, and efficiently. The Transit Center would also improve regional access to the Carson Circuit system, including connections to the Circuit's Metro Blue Line feeder routes, Route D and Route G, as well as Metro bus routes 205 and 446/447.

In addition, Metro riders and users of partner transit agencies would have improved access to destinations throughout Carson by transferring through the Victoria Transit Center. Collectively, Carson Circuit and Long Beach Transit currently operate five fixed transit routes serving approximately 195,000 passenger trips annually within the project area. The proposed Transit Center is expected to significantly improve the overall rider experience by enhancing passenger comfort, safety, accessibility, and access to real-time transit service information and transit amenities.

During the project design phase, updated engineering and construction cost estimates identified the need for additional funding to fully complete the project. In response, City staff submitted a request through the South Bay Cities Council of Governments (SBCCOG) for an additional $7,952,000 in Measure R grant funding to fully fund the remaining design and construction costs associated with the Victoria Transit Center project. The additional funding request was subsequently approved by Metro. Consequently, staff is requesting that the City Council approve the proposed Amendment No. 2 to the Funding Agreement to increase available Measure R grant funding and ensure that sufficient funding is available to complete the design and construction of the Victoria Transit Center project.

V. FISCAL IMPACT

On July 5, 2023, the City Council approved a Funding Agreement with Los Angeles County Metropolitan Transportation Authority (Metro) providing $3,525,000 in Measure R grant funding for CIP Project No. 1780 - Victoria Transit Center. Following execution of the agreement, City staff proceeded with the design phase of the project. During the design process, updated engineering and construction cost estimates determined that the total cost of the project would be significantly higher than originally anticipated. To address the increased project costs and ensure sufficient funding is available to complete the project, City staff submitted a request for additional Metro funding through the South Bay Cities Council of Governments (SBCCOG). Metro subsequently approved the City's request for additional grant funding. If the City Council approves the proposed Amendment No. 2 to the Funding Agreement with Metro, an additional $7,952,000 in Measure R grant funding will be allocated to CIP Project No. 1780, increasing the total available grant funding for the Victoria Transit Center project from $3,525,000 to $11,477,000. The additional grant funding will be incorporated into the proposed Fiscal Year 2026-2027 Capital Improvement Program (CIP) budget, as well as future fiscal year CIP budgets as needed, through the City's annual budget development and adoption process.

VI. EXHIBITS

1. Location Map
2. Funding Agreement
3. Funding Agreement Amendment No. 1
4. Funding Agreement Amendment No. 2
5. Resolution 26-029

Attachments

Exhibit 1 - Location Map

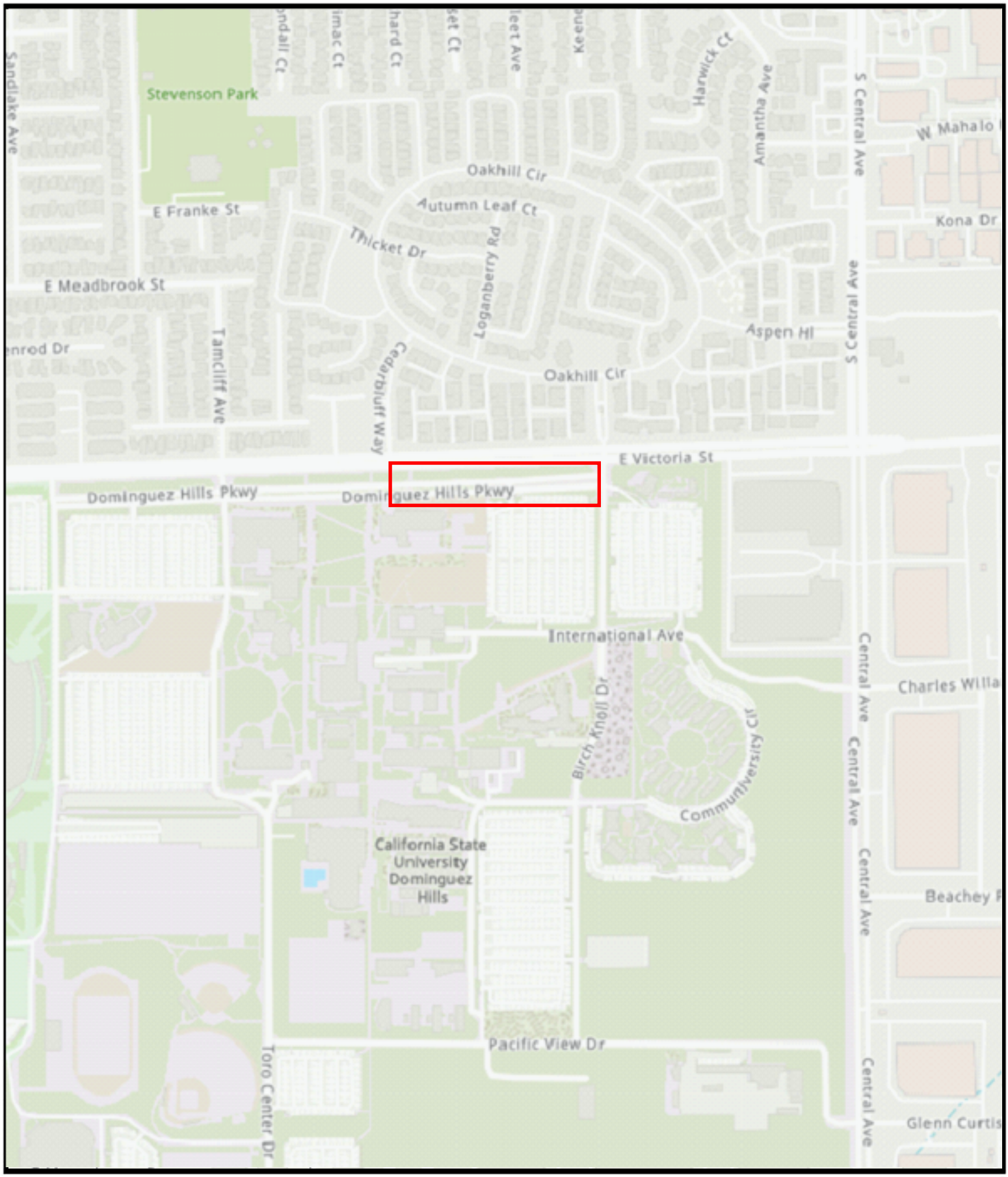
Exhibit 2 - Funding Agreement

Exhibit 3 - Funding Agreement Amendment No. 1

Exhibit 4 - Funding Agreement Amendment No. 2

Exhibit 5 - Resolution 26-029

EXHIBIT NO. 1



Location Map
Project No. 1780
Victoria Transit Center

City of Carson

MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT

This Funding Agreement ("FA") is made and entered into effective as of June 1, 2022 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Carson ("GRANTEE") for Carson Circuit: Fashion Outlet Regional Transit Center, LACMTA Project ID# MR524.02 and FTIP# LA9919119, (the "Project"). This Project is eligible for funding under Line 17A of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, LACMTA Board, at its July 22, 2021 meeting, approved an amendment to the Ordinance, which added a program of transit projects in the Measure R South Bay Transit Investment Program.

WHEREAS, the funding set forth herein is intended to fund the Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way (ROW), and Construction, of the Project.

WHEREAS, the LACMTA Board, at its September 23, 2021 meeting, programmed $3,525,000, in Measure R Funds to GRANTEE for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $1,380,000 in Measure R Funds in Fiscal Years (FY) 2021-22; and $2,145,000 in Measure R funds in FY 2022-23. The total designated for PAED, PS&E, ROW, and Construction of the Project is **$3,525,000.**

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

11. Attachment F – Bond Requirements
12. Attachment G – Special Grant Conditions
13. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 8/15/2023
for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: _____ Date: 11/15/2022
Deputy

GRANTEE:

City of Carson, a California Charter City

By: _____ Date: _____
Lula Davis-Holmes
Mayor

ATTEST:

By: _____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

By: _____ Date: July 12, 2023
Sunny K. Soltani
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Carson Circuit: Fashion Outlet Regional Transit Center – Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction. LACMTA Project ID# MR524.02, FTIP# LA9919119.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $3,525,000 (the "Fund") for the Project. LACMTA Board of Directors' action of September 23, 2021 granted the Measure R Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) 2021-22, and FY 2022-23.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold **five percent (5%)** of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Chief Planning Officer in writing. If the LACMTA's Chief Planning Officer concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule

consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with

progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop 99-23-3
Phone (213) 418-3453
E-mail choua@metro.net

14. GRANTEE's Address:

City of Carson
701 E. Carson St.
Carson, CA 90745
Gilbert Marquez
Phone: 310-952-1700 ext. 1813
Email: gmarquez@carsonca.gov

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MR524.02 and FA# FA9200000000MR52402
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. **Attachment G** the Los Angeles County Regional ITS

Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and

(iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(v) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and

(vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vii) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: LA9919119

ATTACHMENT A - PROJECT FUNDING

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402

Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS		$ 1,380,000	$ 2,145,000				$ 3,525,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ 1,380,000	$ 2,145,000	$ -	$ -	$ -	$ 3,525,000	100%
OTHER SOURCES OF FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0%
TOTAL PROJECT FUNDS	$ -	$ 1,380,000	$ 2,145,000	$ -	$ -	$ -	$ 3,525,000	100%

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	$5,000	$20,000							$25,000
PS&E	$50,000	$90,000	$90,000	$20,000					$250,000
RW Support	$10,000	$30,000	$10,000						$50,000
Const. Support				$10,000	$40,000	$50,000	$50,000	$50,000	$200,000
RW	$150,000	$150,000	$300,000	$300,000	$100,000				$1,000,000
Construction				$200,000	$600,000	$600,000	$400,000	$200,000	$2,000,000
Total MEASURE R	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
PROP C 25%									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total PROP C 25%	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
OTHER NON LACMTA FUNDING:									
LOCAL: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
STATE: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: ?									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction									$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY22-23 and FY23-24	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
SUMMARY OF ALL FUNDS									
PAED	$5,000	$20,000	$0	$0	$0	$0	$0	$0	$25,000
PS&E	$50,000	$90,000	$90,000	$20,000	$0	$0	$0	$0	$250,000
RW Support	$10,000	$30,000	$10,000	$0	$0	$0	$0	$0	$50,000
Const. Support	$0	$0	$0	$10,000	$40,000	$50,000	$50,000	$50,000	$200,000
RW	$150,000	$150,000	$300,000	$300,000	$100,000	$0	$0	$0	$1,000,000
Construction	$0	$0	$0	$200,000	$600,000	$600,000	$400,000	$200,000	$2,000,000
TOTAL MILESTONES	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
SUM PROG LACMTA FUNDS	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$215,000	$290,000	$400,000	$530,000	$740,000	$650,000	$450,000	$250,000	$3,525,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: FASHION OUTLET REGIONAL TRANSIT CENTER

PROJECT LOCATION:
The project is located on the south side of Victoria Street just east of Tamcliff Avenue in front of Cal State University Dominguez Hills (CSUDH).

PROJECT LIMITS:
The proposed project is located along Victoria Street between Tamcliff Avenue and Birchknoll Drive, the major cross street is Central Avenue and Victoria Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
Currently, Carson Circuit System is using the outer lane of Del Amo Blvd. east of Avalon St, as the terminal at which bus riders can access the Carson Circuit System or transfer between any of its routes, including transfer to Metro's Transit for regional connection to reach destination. This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for the Carson Circuit System and will resolve the congestion issue the city is experiencing especially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters can yet to work or home faster and increase ridership.

PROJECT BACKGROUND:

For the past several years, the City of Carson has used Del Amo Boulevard, east of Avalon, as the transit terminal for the Carson Circuit system. The only transit amenities currently marking this site are benches and bus stop signs set within the street right-of-way, adjacent to an open parking lot. The completion of the Del Amo Bridge over the I-405 freeway, west of Avalon Boulevard, generates increased vehicular traffic along Del Amo Boulevard causing additional congestion and inconvenience to transit patrons and commuters accessing public transit.

In addition, the on-going major development of the 157- acre site within the City, will eventually need the services of transit to serve the Carson Circuit System patrons and mall shoppers. The new development includes the following uses: neighborhood commercial, regional commercial, commercial recreation/entertainment, restaurants, a hotel and residential. This development will be one of the largest shopping centers in Los Angeles County which consists of the construction of a major outlet mall with over 500,000 sf of designer brand stores, and more than 70,000 sf of sit-down and quick-serve restaurants, plus other entertainment venues, up to 1,550 residential units and a 300-room hotel.

Based on the traffic impact report prepared for this development, the development will generate a significant number of additional vehicles and shoppers to the existing volume in the area. The anticipated increase in number will definitely impact the traffic flow on local streets and the surrounding freeways. The San Diego Freeway (I-405), Harbor Freeway (I-110), Artesia Freeway (SR-91) and Long Beach Freeway (I-710) provide regional access to the project area. With the huge number of vehicles passing this site each day, people living within the project vicinity, and millions of people residing within the neighboring cities, this development in the City will meld residential, retail, entertainment and hospitality uses for a growing population to live, work and play in the hub of the South Bay.

The California State University Dominguez Hills (CSUDH) also contributes the demand for the Transit services given the number of thousands of students attending classes daily in the University. California State University, Dominguez Hills is a highly diverse, metropolitan university primarily serving the South Bay area of Los Angeles County established in 1960. The University has a population of 15,530 students of different ethnicity from Hispanic/Latino, Black/African-American, Asian, White, Native Hawaiian/Other Pacific Islander, Alaska Native/Native American. Strategically located in Carson, CSUDH was designed to

bring educational opportunities to underserved communities in South Los Angeles. CSUDH sustains its commitment to social, environmental, and educational justice by providing a high-quality education that leads to personal and professional success, economic and social mobility, and mutually beneficial and reciprocal relationships with the surrounding communities and the local K-12 and community college systems.

The CSUDH also partner with Dignity Health Sports Park. Dignity Health Sports Park is situated on 125 acres of the CSUDH campus and features state-of-the art stadiums and facilities for soccer, tennis, track & field, cycling, lacrosse, rugby, volleyball, baseball, softball, basketball and other sports. Designated as an "Official U.S. Olympic Training Site," Dignity Health Sports Park is the nation's most complete training facility for Olympic, amateur, and professional athletes. The complex includes a 27,000-seat soccer stadium, 8,000-seat tennis stadium, 10,000-seat track & field facility, and 2,450-seat indoor velodrome. Dignity Health Sports Park is currently serving as the temporary home of the San Diego State University Aztecs football team until their new stadium is completed. In addition, the site is the U.S. Soccer Federation's national team training headquarters and the location of the United States Tennis Association's (USTA) USA High Performance National Training Center. They are also designated as an official training site for USA Cycling and USA Track & Field. Tens of thousands of spectators attend events at Dignity Health Sports Park and are exposed to the university as a result.

CSUDH actively build strategic partnerships with the City in order to facilitate student success and healthy communities. They are committed to transparency, inclusion, joint decision making, and collaborative approaches in their daily operations and long-term planning. The proposed Transit Center around the CSUDH would be a more effective facility and will better serve the purpose of serving both the students in the University and the patrons for the development at the 157 acres site in Carson. The Transit Center will be mutually beneficial to Metro, Long Beach Transit, Carson Circuit, and Torrance Transit as they all run through Victoria St. The purpose of the Fashion Outlet Regional Transit Center project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder routes (Route D & G) and Metro Lines #205 and #446-447 will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

With the new Regional Transit Center, an increased number of transit patrons would likely use the Carson Circuit to connect to the Blue Line, Artesia Transit Center, or Metro buses to travel anywhere within the Los Angeles area. The new Regional Transit Center will also be fully ADA compliant, thereby enhancing the accessibility of the Carson Circuit system. One of the primary target groups to be served by the Regional Transit Center are transit-dependent, commuters, and shoppers coming to the Fashion Outlet of Los Angeles (FOLA). Given the continuing economic growth within the City, making the regional connection between local streets and the surrounding freeways, is critically important and the ability of the City to make that connection without delay is extremely necessary.

PROJECT BUDGET:

COMPONENT	**AMOUNT**
PA/ED	$ 25,000.00
PS and E	$ 250,000.00
R/W Support	$ 50,000.00
R/W Capital	$1,000,000.00
Construction Support	$ 200,000.00
Construction Capital	$2,000,000.00
Total Budget	**$3,525,000.00**

SCOPE:

The Fashion Outlet Regional Transit Center project include, but are not limited to, the following improvements:

- A central covered island waiting area that provides shelter from sun and rain and is well lighted and safe.
- Eight bus bays along Victoria Street (Service Road) with each Carson Circuit or MTA route having its own clearly marked bay.
- A specially constructed concrete bus pad underneath all bus driving and parking areas.
- A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
- A scrolling real-time passenger information display.
- Appropriate security surveillance cameras.
- A small building housing a route supervisor's office and drivers' restrooms.
- Concrete removals such as sidewalk, curb and gutter, including asphalt pavement will also be included as part of the project. In addition, access ramp will be constructed to ensure compliance with ADA requirements.

DESIGN:

I – PRELIMINARY DESIGN:

A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans.
C. Incorporate provided layout plans to be incorporated into the final design.
D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
F. Conduct geotechnical investigations of Victoria Street Service Road fronting the CSUDH .
G. Identify right-of-way acquisitions, and/or vacations to provide for the area needed for the Transit Center site, which shall incorporate development build outs and preservation of existing improvements and scenic character of the area.
H. Identify street pavement structural sections for project area.

I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements.
K. The Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
B. Conduct the required technical analysis for the project.
C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
D. Prepare the Draft IS and Draft MND for public circulation.
E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
F. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Fashion Way and the Regional Transit Center, based on the City reviewed "Summary Letter Report".
B. Prepare civil and architectural plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage, and MEP.
C. Submittal of plan set shall be delivered at 50% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns bus patrons of the property owners, particularly with issues of right-of-way acquisition.
E. Prepare construction plans and specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
G. Prepare an Architect's construction cost estimate based on the itemized quantity take-off from the contract documents.

H. Submittal of the architect's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

IV. **Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings**

Tasks to be performed include, but are not limited to, the following:

A. Coordinate and discuss the project's scope of work with various utility companies.
B. Solicit proposals for a Construction Management firm.
C. Evaluate proposals from Construction Management firms.
D. Select and Award contract to Construction Management.
E. Advertise project Plans & Specifications for bidding
F. Evaluate bids and select contractor.
G. Award contract to contractor for construction of project
H. Coordinate construction Kick-off meeting
I. Issue Notice to Proceed to contractor
J. Provide quarterly updates to MTA.
K. Meet as needed with the City to accomplish Project tasks as outlined.
L. Presentation of "Summary Letter Report", progress meetings.
M. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Construction Management team to conduct a Kick-Off Meeting
B. Establish a weekly or bi-weekly construction update meetings
C. Provide Inspection, Material Testing and Outreach
D. Correspond and coordinate with Utility companies
E. Review and respond to all Request for Information (RFIs)
F. Prepare monthly pay progress
G. Assess any Request for Change Orders (RCOs)
H. Update construction Schedule
I. Provide responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows. [**Please include all applicable milestones and provide any additional specific activities that are not listed, under "other."**]

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**August 1, 2023**	**November 30, 2023**
Develop Solicitation Package	August 1, 2023	August 15, 2023
Solicitation Response	August 16, 2023	August 30, 2023
Evaluations	September 1, 2023	September 15, 2023
Selection	September 16, 2023	September 30, 2023
Contract Award	October 16, 2023	October 30, 2023
Fully Executed Contract	November 1, 2023	November 30, 2023
PLANNING	**December 1, 2023**	**March 30, 2024**
Prepare Concept Report	December 1, 2023	December 30, 2024
Prepare Feasibility Study	January 1, 20234	January 30, 2024
Prepare Project Study Report	February 1, 2024	February 15, 2024
Feasibility Study	March 1, 2024	March 15, 2024
Concept Exploration	March 16, 2024	March 30, 2024
PRELIMINARY DESIGN	**April 1, 2024**	**June 30, 2024**
Prepare Detailed Design Plans	April 1, 2024	April 15, 2024
Prepare Detailed Construction Plans	April 16, 2024	May 15, 2024
Prepare Project Cost Estimate	May 16, 2024	May 30, 2024
High Level Design	June 1, 2024	June 30, 2024
PA&ED	**July 1, 2024**	**August 15, 2024**
Prepare Environmental Document Document Type:_____	July 1, 2024	July 8, 2024
Scoping	July 9, 2024	July 16, 2024
Technical Studies	July 9, 2024	July 16, 2024
Draft Environmental Document	July 17, 2024	July 23, 2024
Final Environmental Document	July 24, 2024	July 30, 2024
Community Outreach	August 1, 2024	August 3, 2024
Secure Project Approval	August 4, 2024	August 10, 2024
Categorical Exemption Filing	August 11, 2024	August 15, 2024
PS&E	**August 16, 2024**	**November 30, 2024**
35% PS&E	August 16, 2024	September 16, 2024
Preliminary Investigations	September 17, 2024	September 30, 2024
Geometric Drawings	October 1, 2024	October 15, 2024
Utilities	October 16, 2024	October 30, 2024

Right-of-Way	October 16, 2024	October 30, 2024
Estimating	October 16, 2024	October 30, 2024
Civil Design	November 1, 2024	November 30, 2024
Structural Design	November 1, 2024	November 30, 2024

4

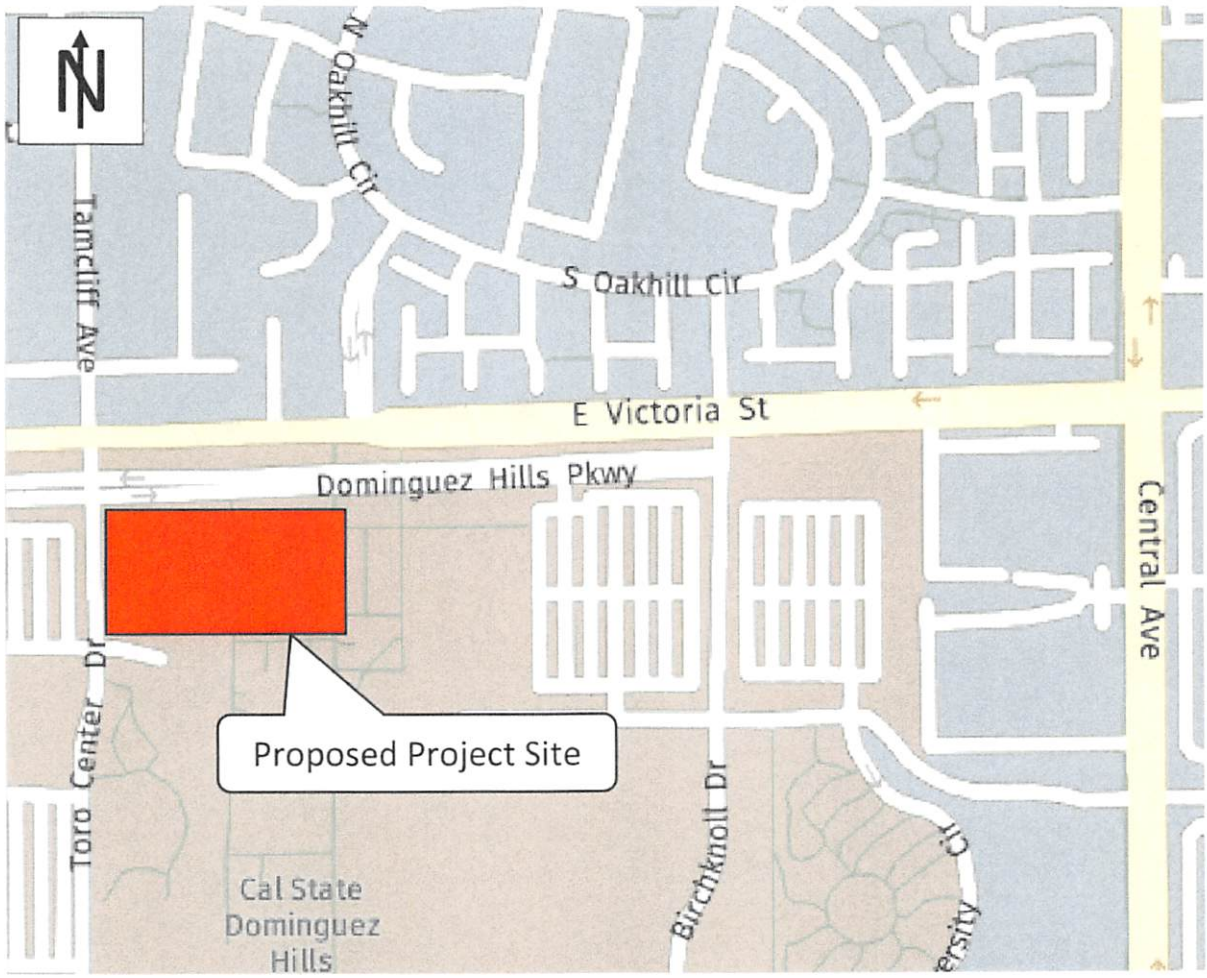
CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows. **Please include all applicable milestones and provide any additional specific activities that are not currently listed under "other."**

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**December 1, 2024**	**March 30, 2025**
Develop Solicitation Package	December 1, 2024	December 15, 2024
Solicitation Response	December 16, 2024	December 30, 2024
Evaluations	January 1, 2025	January 15, 2025
Contract Award	February 1, 2025	February 28, 2025
Fully Executed Contract	March 1, 2025	March 30, 2025
EXCAVATION	**April 1, 2025**	**April 30, 2025**
Clear/Grub	March 1, 2025	March 8, 2025
Survey	March 9, 2025	March 12, 2025
Sample Borings	March 9, 2025	March 12, 2025
Grading	March 13, 2025	March 20, 2025
Compaction	March 21, 2025	March 24, 2025
Drainage	March 26, 2025	March 30, 2025
ENVIRONMENTAL	**May 1, 2025**	**May 30, 2025**
Hazardous Materials Handling	April 1, 2025	April 7, 2025
Archaeological	April 8, 2025	April 15, 2025
Air Quality Monitoring	April 1, 2025	April 30, 2025
CONCRETE	**June 1, 2025**	**June 15, 2025**
Form Work		
Rebar Placement		
Pole Placement		
TRAFFIC CONTROL	**April 1, 2025**	
TMP		
STRUCTURAL	**June 16, 2025**	**June 30, 2025**
False Work		
Iron Placement		
Pole Placement		
UTILITIES	**July 1, 2025**	**July 30, 2025**
DWP		
SCE		
LADOT		
MATERIALS	**April 1, 2025**	**July 30, 2025**
Long-Lead Equipment		
Staging		
Material Lay Down Area		
Signage		
ELECTRICAL	**August 1, 2025**	**August 30, 2025**
Power U/G Communication		
A/G Testing/Acceptance		

	START DATE	COMPLETION DATE
LANDSCAPE	**September 1, 2025**	**October 30, 2025**
Clearing		
Planting	September 1, 2025	September 15, 2025
Plant Establishment	September 16, 2025	September 30, 2025
Irrigation	September 16, 2025	September 23, 2025
Testing	September 24, 2025	September 30, 2025
General Construction/close out project	**October 1, 2025**	**October 30, 2025**
CHANGE ORDERS		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

Location Map

Proposed Fashion Outlet Regional Transit Center



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000MR52402
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant $ MR524.02
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	$ -
Net Invoice Amount (Less Retention)	$ -
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	$ 3,525,000.00
% of Project Budget Expended to Date	
Balance Remaining	$ 3,525,000.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Carson Circuit: Fashion Outlet Regional Transit Center

FA #: 9200000000MR52402

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2020-2021 ☐ 2021-2022 ☐ 2022-2023
☐ 2023-2024 ☐ 2024-2025 ☐ 2025-2026

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit ☐ Highways

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213.418.3453
	E-mail:	choua@metro.net

Project Sponsor Contact / Project Manager	Contact Name:	Gilbert M. Marquez, P.E.
	Job Title:	City Engineer
	Department:	
	City / Agency:	City of Carson
	Mailing Address:	701 E. Carson St. Carson, CA 90745
	Phone Number:	310-952-1700 ext. 1813
	E-mail:	gmarquez@carsonca.gov

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

_____ _____
Name *Title*

ATTACHMENT E- FTIP SHEET

Los Angeles Metropolitan Transportation Authority

2021 Federal Transportation Improvement Program ($000)

TIP ID **LA9919119** Implementing Agency **Carson, City of**

Project Description: This project includes a central covered island lite waiting area that provides shelter. Eight bus bays with concrete bus pad underneath all bus driving and parking areas. An information wall where passengers can obtain real-time transit information. Security surveillance cameras. A small building for an office and driver restrooms. The proposed work zone is within a landfill area and mitigation will be required as part of the project.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: Gilbert Marquez - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 06/30/2024

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION -- CEQA - 05/31/2023

Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG

CTIPS ID: EA #: PPNO:

Program Code: TRNH6 - PASSENGER STATIONS/FACILITIES-NEW Stop Loc:

	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE				$275	$0				$275
	RW				$950	$100				$1,050
	CON				$210	$1,990				$2,200
	SUBTOTAL				$1,435	$2,090				$3,525
	TOTAL				**$1,435**	**$2,090**				**$3,525**

TOTAL PE: $275 **TOTAL RW: $1,050** **TOTAL CON: $2,200** **TOTAL PROGRAMMED: $3,525**

- **General Comment:** New Project
- **Modeling Comment:**
- **TCM Comment:** New Project
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 21-22 - Submitted** **Change reason**:NEW PROJECT **Total Project Cost** **$3,525**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G
SPECIAL GRANT CONDITIONS

LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT) CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: FASHION OUTLET REGIONAL TRANSIT CENTER
2. Name of Sponsoring Agency: City of Carson
3. Contact Name: Gilbert M. Marquez, P.E.
4. Contact Phone: 310-952-1700 ext. 1813
5. Contact Email: gmarquez@carsonca.gov

6. Project Description:
   The purpose of the Fashion Outlet Regional Transit Center (FORTC) project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center.

7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.
   - A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
     - TI01 Broadcast Traveler Information
     - PT08 Transit Traveler information
   - A scrolling real-time passenger information display
     - TI01 Broadcast Traveler Information
   - Appropriate security surveillance cameras
     - TM01 Infrastructure Based Traffic Surveillance.

8. Outline of the concept of operations for the project.

   This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for

the Carson Circuit System and will resolve the congestion issue the city is experiencing specially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters got to work or home faster and ridership increased. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

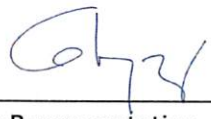
9. Identify participating agencies roles and responsibilities.

The City of Carson will be the leading agency for this project, and will be responsible for the completion of design PS&E and construction of the project.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:



9-29-2022

Agency Representative

Date

Exhibit A

Architecture Reference for CONNECT-IT Service Packages

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit www.laconnect-it.com.

Service Package Area	Short Name	Name
Commercial Vehicle Operations	CVO01	Carrier Operations and Fleet Management
	CVO02	Freight Administration
	CVO03	Electronic Clearance
	CVO04	CV Administrative Processes
	CVO05	International Border Electronic Clearance
	CVO06	Freight Signal Priority
	CVO07	Roadside CVO Safety
	CVO08	Smart Roadside and Virtual WIM
	CVO09	Freight-Specific Dynamic Travel Planning
	CVO11	Freight Drayage Optimization
	CVO12	HAZMAT Management
	CVO14	CV Driver Security Authentication
	CVO15	Fleet and Freight Security
Data Management	DM01	ITS Data Warehouse
	DM02	Performance Monitoring
Maintenance and Construction	MC01	Maintenance and Construction Vehicle and Equipment Tracking
	MC02	Maintenance and Construction Vehicle Maintenance
	MC05	Roadway Maintenance and Construction
	MC06	Work Zone Management
	MC07	Work Zone Safety Monitoring
	MC08	Maintenance and Construction Activity Coordination
Parking Management	PM01	Parking Space Management
	PM02	Smart Park and Ride System
	PM03	Parking Electronic Payment
	PM04	Regional Parking Management
	PM05	Loading Zone Management
Public Safety	PS01	Emergency Call-Taking and Dispatch
	PS02	Routing Support for Emergency Responders
	PS03	Emergency Vehicle Preemption
	PS04	Mayday Notification
	PS05	Vehicle Emergency Response
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
	PS07	Incident Scene Safety Monitoring

Service Package Area	Short Name	Name
	PS08	Roadway Service Patrols
	PS10	Wide-Area Alert
	PS11	Early Warning System
	PS12	Disaster Response and Recovery
	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
Public Transportation	PT01	Transit Vehicle Tracking
	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
	PT18	Integrated Multi-Modal Electronic Payment
Support	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
Sustainable Travel	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
Traffic Management	TM01	Infrastructure-Based Traffic Surveillance

Service Package Area	Short Name	Name
	TM02	Vehicle-Based Traffic Surveillance
	TM03	Traffic Signal Control
	TM04	Connected Vehicle Traffic Signal System
	TM05	Traffic Metering
	TM06	Traffic Information Dissemination
	TM07	Regional Traffic Management
	TM08	Traffic Incident Management System
	TM09	Integrated Decision Support and Demand Management
	TM10	Electronic Toll Collection
	TM11	Road Use Charging
	TM12	Dynamic Roadway Warning
	TM13	Standard Railroad Grade Crossing
	TM14	Advanced Railroad Grade Crossing
	TM15	Railroad Operations Coordination
	TM16	Reversible Lane Management
	TM17	Speed Warning and Enforcement
	TM19	Roadway Closure Management
	TM20	Variable Speed Limits
	TM21	Speed Harmonization
	TM22	Dynamic Lane Management and Shoulder Use
Traveler Information	TI01	Broadcast Traveler Information
	TI02	Personalized Traveler Information
	TI03	Dynamic Route Guidance
	TI04	Infrastructure-Provided Trip Planning and Route Guidance
	TI05	Travel Services Information and Reservation
	TI06	Dynamic Ridesharing and Shared Use Transportation
	TI07	In-Vehicle Signage
Vehicle Safety	VS01	Autonomous Vehicle Safety Systems
	VS02	V2V Basic Safety
	VS03	V2V Situational Awareness
	VS04	V2V Special Vehicle Alert
	VS05	Curve Speed Warning
	VS08	Queue Warning
	VS09	Reduced Speed Zone Warning / Lane Closure
	VS10	Restricted Lane Warnings
	VS11	Oversize Vehicle Warning
	VS12	Pedestrian and Cyclist Safety
	VS13	Intersection Safety Warning and Collision Avoidance
	VS14	Cooperative Adaptive Cruise Control
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control
	VS16	Automated Vehicle Operations
	VS17	Traffic Code Dissemination

Service Package Area	Short Name	Name
Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing www.arc-it.net. Contact the administrator at sharmas@metro.net for questions regarding CONNECT-IT.		

FTIP #: LA9919119
Subregion ID: South Bay

Project#: MR524.02
Amendment No. 1
FA# 920000000MR52402

AMENDMENT No. 1 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of May 5, 2025 by and between the City of Carson ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. MR524.02 or 920000000MR52402, dated June 1, 2022, (the "Existing FA"), which Existing FA provides for the Carson Circuit: Fashion Outlet Regional Transit Center, Project (the "Project"); and

B. WHEREAS, the LACMTA Board on September 23, 2021, delegated administrative authority to staff to extend the funding lapsing date of the Measure **R** Funds previously approved to meet environmental, design, right-of-way and construction time frames; and

C. WHEREAS, the GRANTEE and LACMTA desire to extend the lapse date of FY 2021-22 and 2022-23 funds to **June 30, 2027**; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2021-22 and FY22-23 are subject to lapse by June 30, 2027."

2. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-1-1, attached.

3. Attachment C of the Existing FA Project Milestones is hereby amended by deleting it in its entirety and replacing it with the following:

MILESTONES

	ORIGINAL DATES		REVISED DATES	
	START DATE	COMPLETION DATE	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**1-Aug-23**	**30-Nov-23**	**1-Jun-22**	**30-Nov-22**
Develop Solicitation Package	1-Aug-23	15-Aug-23	1-Jun-22	30-Jun-22
Solicitation Response	16-Aug-23	30-Aug-23	1-Jul-22	30-Jul-22
Evaluations	1-Sep-23	15-Sep-23	1-Aug-22	30-Aug-22
Selection	16-Sep-23	30-Sep-23	1-Sep-22	30-Sep-22
Contract Award	16-Oct-23	30-Oct-23	16-Oct-22	30-Oct-22
Fully Executed Contract	1-Nov-23	30-Nov-23	1-Nov-22	30-Nov-22
PLANNING	**1-Dec-23**	**30-Mar-24**	**1-Dec-22**	**28-Feb-23**
Prepare Concept Report	1-Dec-23	30-Dec-24	1-Dec-22	30-Dec-22
Prepare Feasibility Study	1-Jan-24	30-Jan-24	1-Jan-23	30-Jan-23
Prepare Project Study Report	1-Feb-24	15-Feb-24	1-Feb-23	15-Feb-23
Feasibility Study	1-Mar-24	15-Mar-24	16-Feb-23	28-Feb-23
Concept Exploration	16-Mar-24	30-Mar-24	16-Feb-23	28-Feb-23
PRELIMINARY DESIGN	**1-Apr-24**	**30-Jun-24**	**1-Mar-23**	**30-May-23**
Prepare Detailed Design Plans	1-Apr-24	15-Apr-24	1-Mar-23	30-Mar-23
Prepare Detailed Construction Plans	16-Apr-24	15-May-24	1-Apr-23	30-May-23
Prepare Project Cost Estimate	16-May-24	30-May-24	1-Apr-23	30-May-23
High Level Design	1-Jun-24	30-Jun-24	1-Apr-23	30-May-23
PA&ED	**1-Jul-24**	**15-Aug-24**	**1-Apr-23**	**30-Jun-23**
Prepare Environmental Document Document Type:	1-Jul-24	8-Jul-24	1-Apr-23	30-May-23
Scoping	9-Jul-24	16-Jul-24	1-Apr-23	30-May-23
Technical Studies	9-Jul-24	16-Jul-24	1-Apr-23	30-May-23
Draft Environmental Document	17-Jul-24	23-Jul-24	1-Apr-23	30-May-23
Final Environmental Document	24-Jul-24	30-Jul-24	1-Apr-23	30-May-23
Community Outreach	1-Aug-24	3-Aug-24	1-Apr-23	30-May-23
Secure Project Approval	4-Aug-24	10-Aug-24	1-Jun-23	30-Jun-23
Categorical Exemption Filing	11-Aug-24	15-Aug-24	1-Jun-23	30-Jun-23
PS&E	**16-Aug-24**	**30-Nov-24**	**1-May-25**	**30-Sep-26**
35% PS&E	16-Aug-24	16-Sep-24	1-May-23	30-Sep-25
Preliminary Investigations	17-Sep-24	30-Sep-24	1-May-23	30-Sep-25
Geometric Drawings	1-Oct-24	15-Oct-24	1-May-23	30-Sep-25
Utilities	16-Oct-24	30-Oct-24	1-Jun-23	30-Jun-26
Right-of-Way	16-Oct-24	30-Oct-24	1-Jun-23	30-Jun-26
Estimating	16-Oct-24	30-Oct-24	1-Jun-23	30-Jun-26
Civic Design	1-Nov-24	30-Nov-24	1-Jun-23	30-Jun-26
Structural Design	1-Nov-24	30-Nov-24	1-Jun-23	30-Jun-26

CONSTRUCTION MILESTONES

	ORIGINAL DATES		REVISED DATES	
	START DATE	COMPLETION DATE	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)	**1-Dec-24**	**30-Mar-25**	**1-Jul-26**	**31-Dec-26**
Develop Solicitation Package	1-Dec-24	15-Dec-24	1-Jul-26	31-Aug-26
Solicitation Response	16-Dec-24	30-Dec-24	1-Sep-26	30-Oct-26
Evaluations	1-Jan-25	15-Jan-25	1-Nov-26	15-Nov-26
Contract Award	1-Feb-25	28-Feb-25	1-Dec-26	15-Dec-26
Fully Executed Contract	1-Mar-25	30-Mar-25	15-Dec-26	30-Dec-26
EXCAVATION	**1-Apr-25**	**30-Apr-25**	**1-Jan-27**	**30-Jan-27**
Clear/Grub	1-Mar-25	8-Mar-25	1-Jan-27	30-Jan-27
Survey	9-Mar-25	12-Mar-25	1-Jan-27	30-Jan-27
Sample Borings	9-Mar-25	12-Mar-25	1-Jan-27	30-Jan-27
Grading	13-Mar-25	20-Mar-25	1-Jan-27	30-Jan-27
Compaction	21-Mar-25	24-Mar-25	1-Jan-27	30-Jan-27
Drainage	26-Mar-25	30-Mar-25	1-Jan-27	30-Jan-27
ENVIRONMENTAL	**1-May-25**	**30-May-25**	**1-Feb-27**	**28-Feb-27**
Hazardous Materials Handling	1-Apr-25	7-Apr-25	1-Feb-27	28-Feb-27
Archaeological	8-Apr-25	15-Apr-25	1-Feb-27	28-Feb-27
Air Quality Monitoring	1-Apr-25	30-Apr-25	1-Feb-27	28-Feb-27
CONCRETE	**1-Jun-25**	**15-Jun-25**	**1-Mar-27**	**30-Jun-27**
Form Work			1-Mar-27	30-Jun-27
Rebar Placement			1-Mar-27	30-Jun-27
Pole Placement			1-Mar-27	30-Jun-27
TRAFFIC CONTROL	**1-Apr-25**		**1-Mar-27**	**30-Jun-27**
TMP			1-Mar-27	30-Jun-27
STRUCTURAL	**16-Jun-25**	**30-Jun-25**	**1-Mar-27**	**30-Jun-27**
False Work			1-Mar-27	30-Jun-27
Iron Placement			1-Mar-27	30-Jun-27
Pole Placement			1-Mar-27	30-Jun-27
UTILITIES	**1-Jul-25**	**30-Jul-25**	**1-Mar-27**	**30-Jun-27**
DWP			1-Mar-27	30-Jun-27
SCE			1-Mar-27	30-Jun-27
LADOT			1-Mar-27	30-Jun-27
MATERIALS	**1-Apr-25**	**30-Jul-25**	**1-Mar-27**	**30-Jun-27**
Long-Lead Equipment			1-Mar-27	30-Jun-27
Staging			1-Mar-27	30-Jun-27
Material Lay Down Area			1-Mar-27	30-Jun-27
Signage			1-Mar-27	30-Jun-27
ELECTRICAL	**1-Aug-25**	**30-Aug-25**	**1-Mar-27**	**30-Jun-27**
Power U/G Communication			1-Mar-27	30-Jun-27
A/G Testing/Acceptance			1-Mar-27	30-Jun-27

	ORIGINAL DATES		REVISED DATES	
	START DATE	COMPLETION DATE	START DATE	COMPLETION DATE
LANDSCAPE	**1-Sep-25**	**30-Oct-25**	**1-Jun-27**	**30-Jun-27**
Clearing			1-Jun-27	30-Jun-27
Planting	1-Sep-25	15-Sep-25	1-Jun-27	30-Jun-27
Plant Establishment	16-Sep-25	30-Sep-25	1-Jun-27	30-Jun-27
Irrigation	16-Sep-25	23-Sep-25	1-Jun-27	30-Jun-27
Testing	24-Sep-25	30-Sep-25	1-Jun-27	30-Jun-27
General Construction/close out project	1-Oct-25	30-Oct-25	1-Jun-27	30-Jun-27

4. Attachment E of the Existing FA is hereby replaced by Attachment E-1, attached.

5. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Fanny Pan Digitally signed by Fanny Pan Date: 2025.09.10 16:29:42 -07'00' Date: 09/10/2025

for Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2025.06.04 16:12:10 -08'00'

By: _____ Date: _____

Deputy

GRANTEE:

City of Carson

By: Lula Davis Holmes Date: 9/6/25

Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Sunny K. Soltani
City Attorney

ATTEST:

By: K Bradshaw Date: 9-9-25

Dr. Khaleah K. Bradshaw
City Clerk

ATTACHMENT B -1-1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev		$19,440	$7,560	$16,700	$12,638		$13,338		$69,676
Environmental									$0
Design and PS&E						$75,324	$190,000		$265,324
Right-of-Way Acquisition						$10,000	$30,000		$40,000
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,638**	**$85,324**	**$233,338**	**$0**	**$375,000**
SUM PROG LACMTA FUNDS:	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,638**	**$85,324**	**$233,338**	**$0**	**$375,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2023-24 and FY2024-25	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,638**	**$85,324**	**$233,338**	**$0**	**$375,000**

ATTACHMENT B -1-1 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$270,000	$212,000							$482,000
Right-of-Way Acquisition	$10,000								$10,000
Construction					$1,000,000	$1,425,000			$2,425,000
Vehicle Purchase									$0
Others; Construction Support				$8,000	$225,000				$233,000
Total MEASURE M	**$280,000**	**$212,000**	**$0**	**$8,000**	**$1,225,000**	**$1,425,000**	**$0**	**$0**	**$3,150,000**
SUM PROG LACMTA FUNDS:	**$280,000**	**$212,000**	**$0**	**$8,000**	**$1,225,000**	**$1,425,000**	**$0**	**$0**	**$3,150,000**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2025-26 and FY2026-27	**$280,000**	**$212,000**	**$0**	**$8,000**	**$1,225,000**	**$1,425,000**	**$0**	**$0**	**$3,150,000**
TOTAL LACMTA FUNDS	**$280,000**	**$231,440**	**$7,560**	**$24,700**	**$1,237,638**	**$1,510,324**	**$233,338**	**$0**	**$3,525,000**
TOTAL NON-LACMTA FUNDS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT FUNDING	**$280,000**	**$231,440**	**$7,560**	**$24,700**	**$1,237,638**	**$1,510,324**	**$233,338**	**$0**	**$3,525,000**

ATTACHMENT E-1 FTIP SHEET

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID LA9919119 — Implementing Agency **Carson, City of**

Project Description: Project includes eight bus bays with concrete bus pad underneath all bus driving and parking areas. An information wall where passengers can obtain real-time transit information. Approximately 10 CCTV security surveillance cameras. Approximately 15 parking spaces. A small building for an office and driver restrooms. The proposed work zone is within a landfill area and mitigation will be required as part of the project. Project location: Latitude, Longitude: 33.845099, -118.278363.

SCAG RTP Project #: 7120002
Study:N/A Is Model: Model #:
PM: Gilbert Marquez - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Transit Route : Postmile: Phase: Engineering/Plans, Specifications and Estimates (PS&E) Completion Date 12/31/2031

Transit Rt: 0 Transit Mode: Bus Fare:0.00 Trans Fee:0.00 Prk Ride Loc: Air Basin: SCAB Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION – CEQA - 05/31/2023

Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG

Headway Peak: 0 Headway OP: 0 Stop Time :0.00 Parking $: 0.00 Stop Dist: CTIPS ID: EA #: PPNO:

Program Code: TRNH6 - PASSENGER STATIONS/FACILITIES-NEW Stop Loc: 0

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE	$44	$291	$482	$0					$817
	RW	$0	$0	$0	$50					$50
	CON	$0	$0	$0	$2,658					$2,658
	SUBTOTAL	$44	$291	$482	$2,708					$3,525
	TOTAL	**$44**	**$291**	**$482**	**$2,708**					**$3,525**

TOTAL PE: $817 **TOTAL RW: $50** **TOTAL CON: $2,658** **TOTAL PROGRAMMED: $3,525**

- **General Comment:**
- **Modeling Comment:**
- **TCM Comment: .**
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 25-12 - Submitted** **Change reason**:RE PROGRAMMED **Total Project Cost** **$3,525**

AMENDMENT No. 2 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to the Funding Agreement (this "Amendment"), is dated February 25, 2026, for reference purposes only, by and between the City of Carson ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. MR524.02 or 920000000MR52402, dated June 1, 2022, which was amended on May 5, 2025 (as amended, the "Existing FA"), which Existing FA provides for the Carson Circuit: Fashion Outlet Regional Transit Center, Project (the "Project"); and

B. WHEREAS, the LACMTA Board on September 25, 2025, approved the increase to Measure R Funds by $7,952,000, from $3,525,000 to $11,477,000 for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right-of-Way, and Construction. This amount is within the Board authorized budget increase for the Project;

C. WHEREAS, the Funds are currently programmed as follows: $56,339 in Measure M Funds in Fiscal Years (FY) 2022-23, $46,744 in FY 2024-25, $718,917 in FY 2025-26, $4,266,500 in FY 2026-27 and $6,388,500 in FY 2027-28. The total designed for PAED, PS&E Right-of-Way and Construction of the Carson Circuit: Fashion Outlet Regional Transit Center is **$11,477,000**; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $11,477,000 (the "Fund") for the Project. LACMTA Board of Directors' action of September 23, 2021 and September 25, 2025 granted the Measure R Funds for the Project. The Funds are programmed over five years for Fiscal Years (FY) 2022-23, FY 2024-25, FY 2025-26, FY 2026-27 and FY 2027-28."

2. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(vii) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY 2022-23 have been expended and no longer available. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028. All Funds programmed for FY 2026-27 are subject to lapse by June 30, 2029. All Funds programmed for FY 2027-28 are subject to lapse by June 30, 2030."

3. Attachment A of the Existing FA is hereby replaced by Attachment A-1, attached.

4. Attachment B-1-1 of the Existing FA is hereby replaced by Attachment B-1-2, attached.

5. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

6. Attachment E-1 of the Existing FA is hereby replaced by Attachment E-2, attached.

7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.03.11 15:04:34 -08'00'

By: _____ Date: _____
Deputy

GRANTEE:

City of Carson

By: _____ Date: _____
Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Sunny K. Soltani
City Attorney

ATTEST:

By: _____ Date: _____
Dr. Khaleah K. Bradshaw
City Clerk

FTIP #: LA9919119

ATTACHMENT A -1 PROJECT FUNDING

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402

Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE R FUNDS		$ 56,339	$ -	$ 46,744	$ 718,917	$ 4,266,500	$ 6,388,500	$ 11,477,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ 56,339	$ -	$ 46,744	$ 718,917	$ 4,266,500	$ 6,388,500	$ 11,477,000	**100%**
OTHER SOURCES OF FUNDING:									
LOCAL:								$ -	0%
STATE:								$ -	0%
FEDERAL:								$ -	0%
PRIVATE OR OTHER:								$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -		$ -	**0%**
TOTAL PROJECT FUNDS	$ -	$ 56,339	$ -	$ 46,744	$ 718,917	$ 4,266,500	$ 6,388,500	$ 11,477,000	**100%**

ATTACHMENT B -1-2 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev		$19,440	$7,560	$16,700	$12,639		$46,745		$103,083
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,639**	**$0**	**$46,745**	**$0**	**$103,083**
SUM PROG LACMTA FUNDS:	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,639**	**$0**	**$46,745**	**$0**	**$103,083**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2023-24 and FY2024-25	**$0**	**$19,440**	**$7,560**	**$16,700**	**$12,639**	**$0**	**$46,745**	**$0**	**$103,083**

ATTACHMENT B -1-2 EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Transit Investment Program - Funding Agreement Projects - FA# 9200000000MR52402
Project Title: Carson Circuit: Fashion Outlet Regional Transit Center Project#: MR524.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY 2027-28 Qtr 1	FY 2027-28 Qtr 2	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E		$85,004	$250,000	$264,996					$600,000
Right-of-Way Acquisition				$23,917	$50,000				$73,917
Construction						$3,500,000	$5,000,000	$2,200,000	$10,700,000
Vehicle Purchase									$0
Others; Construction Support									$0
Total MEASURE M	$0	$85,004	$250,000	$288,913	$50,000	$3,500,000	$5,000,000	$2,200,000	$11,373,917
SUM PROG LACMTA FUNDS:	$0	$85,004	$250,000	$288,913	$50,000	$3,500,000	$5,000,000	$2,200,000	$11,373,917
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2025-26, FY2026-27 and FY2027-28	$0	$85,004	$250,000	$288,913	$50,000	$3,500,000	$5,000,000	$2,200,000	$11,373,917
TOTAL LACMTA FUNDS	$0	$104,444	$257,560	$305,613	$62,639	$3,500,000	$5,046,745	$2,200,000	$11,477,000
TOTAL NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$0	$104,444	$257,560	$305,613	$62,639	$3,500,000	$5,046,745	$2,200,000	$11,477,000

ATTACHMENT C-1

SCOPE OF WORK

PROJECT TITLE: FASHION OUTLET REGIONAL TRANSIT CENTER

PROJECT LOCATION:
The project is located on the south side of Victoria Street just east of Tamcliff Avenue in front of Cal State University Dominguez Hills (CSUDH).

PROJECT LIMITS:
The proposed project is located along Victoria Street between Tamcliff Avenue and Birchknoll Drive, the major cross street is Central Avenue and Victoria Street.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
Currently, Carson Circuit System is using the outer lane of Del Amo Blvd. east of Avalon St, as the terminal at which bus riders can access the Carson Circuit System or transfer between any of its routes, including transfer to Metro's Transit for regional connection to reach destination. This project will eliminate the use of Del Amo Blvd east of Avalon, as the transit terminal for the Carson Circuit System and will resolve the congestion issue the city is experiencing especially during peak hours. The City wanted patrons to use buses more cost effectively, and at the same time, the City was looking for ways to make better use of existing lanes so commuters can yet to work or home faster and increase ridership.

PROJECT BACKGROUND:

For the past several years, the City of Carson has used Del Amo Boulevard, east of Avalon, as the transit terminal for the Carson Circuit system. The only transit amenities currently marking this site are benches and bus stop signs set within the street right-of-way, adjacent to an open parking lot. The completion of the Del Amo Bridge over the I-405 freeway, west of Avalon Boulevard, generates increased vehicular traffic along Del Amo Boulevard causing additional congestion and inconvenience to transit patrons and commuters accessing public transit.

In addition, the on-going major development of the 157- acre site within the City, will eventually need the services of transit to serve the Carson Circuit System patrons and mall shoppers. The new development includes the following uses: neighborhood commercial, regional commercial, commercial recreation/entertainment, restaurants, a hotel and residential. This development will be one of the largest shopping centers in Los Angeles County which consists of the construction of a major outlet mall with over 500,000 sf of designer brand stores, and more than 70,000 sf of sit-down and quick-serve restaurants, plus other entertainment venues, up to 1,550 residential units and a 300-room hotel.

Based on the traffic impact report prepared for this development, the development will generate a significant number of additional vehicles and shoppers to the existing volume in the area. The anticipated increase in number will definitely impact the traffic flow on local streets and the surrounding freeways. The San Diego Freeway (I-405), Harbor Freeway (I-110), Artesia Freeway (SR-91) and Long Beach Freeway (I-710) provide regional access to the project area. With the huge number of vehicles passing this site each day, people living within the project vicinity, and millions of people residing within the neighboring cities, this development in the City will meld residential, retail, entertainment and hospitality uses for a growing population to live, work and play in the hub of the South Bay.

The California State University Dominguez Hills (CSUDH) also contributes the demand for the Transit services given the number of thousands of students attending classes daily in the University. California State University, Dominguez Hills is a highly diverse, metropolitan university primarily serving the South Bay area of Los Angeles County established in 1960. The University has a population of 15,530 students of different ethnicity from Hispanic/Latino, Black/African-American, Asian, White, Native Hawaiian/Other Pacific Islander, Alaska Native/Native American. Strategically located in Carson, CSUDH was designed to

bring educational opportunities to underserved communities in South Los Angeles. CSUDH sustains its commitment to social, environmental, and educational justice by providing a high-quality education that leads to personal and professional success, economic and social mobility, and mutually beneficial and reciprocal relationships with the surrounding communities and the local K-12 and community college systems.

The CSUDH also partner with Dignity Health Sports Park. Dignity Health Sports Park is situated on 125 acres of the CSUDH campus and features state-of-the art stadiums and facilities for soccer, tennis, track & field, cycling, lacrosse, rugby, volleyball, baseball, softball, basketball and other sports. Designated as an "Official U.S. Olympic Training Site," Dignity Health Sports Park is the nation's most complete training facility for Olympic, amateur, and professional athletes. The complex includes a 27,000-seat soccer stadium, 8,000-seat tennis stadium, 10,000-seat track & field facility, and 2,450-seat indoor velodrome. Dignity Health Sports Park is currently serving as the temporary home of the San Diego State University Aztecs football team until their new stadium is completed. In addition, the site is the U.S. Soccer Federation's national team training headquarters and the location of the United States Tennis Association's (USTA) USA High Performance National Training Center. They are also designated as an official training site for USA Cycling and USA Track & Field. Tens of thousands of spectators attend events at Dignity Health Sports Park and are exposed to the university as a result.

CSUDH actively build strategic partnerships with the City in order to facilitate student success and healthy communities. They are committed to transparency, inclusion, joint decision making, and collaborative approaches in their daily operations and long-term planning. The proposed Transit Center around the CSUDH would be a more effective facility and will better serve the purpose of serving both the students in the University and the patrons for the development at the 157 acres site in Carson. The Transit Center will be mutually beneficial to Metro, Long Beach Transit, Carson Circuit, and Torrance Transit as they all run through Victoria St. The purpose of the Fashion Outlet Regional Transit Center project is to provide a modern facility at which bus riders can access the Carson Circuit system or transfer between any of its routes. Regional connections to the Carson Circuit's Blue Line feeder routes (Route D & G) and Metro Lines #205 and #446-447 will also be able to be made at the new Regional Transit Center. Further, Metro Transit's patrons will also be able to access all points served by the Carson Circuit by transferring at the Regional Transit Center. All of the Carson Circuit's eight fixed routes, providing for approximately 616,000 annual passengers trips, will provide service to the Regional Transit Center. The new Regional Transit Center will greatly enhance passenger comfort, security, and access to bus service information.

With the new Regional Transit Center, an increased number of transit patrons would likely use the Carson Circuit to connect to the Blue Line, Artesia Transit Center, or Metro buses to travel anywhere within the Los Angeles area. The new Regional Transit Center will also be fully ADA compliant, thereby enhancing the accessibility of the Carson Circuit system. One of the primary target groups to be served by the Regional Transit Center are transit-dependent, commuters, and shoppers coming to the Fashion Outlet of Los Angeles (FOLA). Given the continuing economic growth within the City, making the regional connection between local streets and the surrounding freeways, is critically important and the ability of the City to make that connection without delay is extremely necessary.

PROJECT BUDGET:

COMPONENT	**AMOUNT**
PA/ED	$ 103,083.00
PS and E	$ 600,000.00
R/W Support	$ 73,917.00
Traffic Signal Con / Mod	$1,500,000.00
Construction Support	$1,200,000.00
Construction Capital	$8,000,000.00
Total Budget	**$11,477,000.00**

SCOPE:

The Fashion Outlet Regional Transit Center project include, but are not limited to, the following improvements:

- A central covered island waiting area that provides shelter from sun and rain and is well lighted and safe.
- Eight bus bays along Victoria Street (Service Road) with each Carson Circuit or MTA route having its own clearly marked bay.
- A specially constructed concrete bus pad underneath all bus driving and parking areas.
- A special "information wall" where passengers can obtain transit information on the Carson Circuit and the MTA system.
- A scrolling real-time passenger information display.
- Appropriate security surveillance cameras.
- A small building housing a route supervisor's office and drivers' restrooms.
- Concrete removals such as sidewalk, curb and gutter, including asphalt pavement will also be included as part of the project. In addition, access ramp will be constructed to ensure compliance with ADA requirements.

DESIGN:

I – PRELIMINARY DESIGN:

A. Account for field visits of the project area to identify design issues. Record existing site conditions in photographs and/or video.
B. Read, review and understand all aspects and goals of the Lead Agency's General Plan Circulation Element and other plans.
C. Incorporate provided layout plans to be incorporated into the final design.
D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project. Mapping shall include topographic features within 50 feet of project area.
E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
F. Conduct geotechnical investigations of Victoria Street Service Road fronting the CSUDH .
G. Identify right-of-way acquisitions, and/or vacations to provide for the area needed for the Transit Center site, which shall incorporate development build outs and preservation of existing improvements and scenic character of the area.
H. Identify street pavement structural sections for project area.

I. Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the street design for stormwater quality improvements prior to entering natural waterways.
J. Prepare and submit a Report identifying the ultimate alignment of roadway improvements.
K. The Consultant shall prepare and provide CAD drawings of the proposed alignment, which shall include vertical and horizontal alignment, improvements, and drainage/BMP structures. Right-of-way acquisitions and/or vacations shall be clearly identified.
L. Prepare and submit an Engineer's construction cost estimate for all recommended improvements identified in the Report.

II. Environmental Analysis

Tasks to be performed include, but are not limited to, the following:

A. Define a complete and detailed project description and delineate project study areas that will meet the needs of technical analyses and Initial Study/Mitigated Negative Declaration (IS/MND).
B. Conduct the required technical analysis for the project.
C. Prepare, following completion of appropriate technical analysis, an Administrative Draft IS, consistent with CEQA Guidelines Appendix G, for review and approval by the City.
D. Prepare the Draft IS and Draft MND for public circulation.
E. Prepare responses to public review of Draft and prepare a Final MND and submit for review to the City.
F. Coordinate with the City and prepare permit applications/notifications for the Project as applicable.

III. Final Design – Plans, Specifications and Estimates

Tasks to be performed include, but are not limited to, the following:

A. Design the ultimate build out of Fashion Way and the Regional Transit Center, based on the City reviewed "Summary Letter Report".
B. Prepare civil and architectural plans for the required improvements, consistent with City format. At a minimum, the plan set shall include Title Sheet, Site Plan, General Construction Notes, Horizontal Control, Typical Sections and Details, Plan and Profile, Drainage/BMP Structure(s) Details, Traffic Striping/Signage, and MEP.
C. Submittal of plan set shall be delivered at 50% and 90% complete and final (five (5) sets per submittal). When project is complete, the Consultant shall provide AutoCAD files for all plan sheets.
D. Assist the City for the Community Information Workshop after the 90% submittal by preparing exhibits and attending workshop and be prepared to discuss concerns bus patrons of the property owners, particularly with issues of right-of-way acquisition.
E. Prepare construction plans and specifications consistent with City format (SSPWC "Greenbook" APWA, current edition with updates.
F. Submittal of specifications shall be delivered to the City at 90% complete and final. When project is complete, the Consultant shall provide a digital file of specification package in Microsoft Word format for Windows.
G. Prepare an Architect's construction cost estimate based on the itemized quantity take-off from the contract documents.

H. Submittal of the architect's construction cost estimate shall be delivered to the City at 90% complete and final in a spreadsheet format.

IV. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

Tasks to be performed include, but are not limited to, the following:

A. Coordinate and discuss the project's scope of work with various utility companies.
B. Solicit proposals for a Construction Management firm.
C. Evaluate proposals from Construction Management firms.
D. Select and Award contract to Construction Management.
E. Advertise project Plans & Specifications for bidding
F. Evaluate bids and select contractor.
G. Award contract to contractor for construction of project
H. Coordinate construction Kick-off meeting
I. Issue Notice to Proceed to contractor
J. Provide quarterly updates to MTA.
K. Meet as needed with the City to accomplish Project tasks as outlined.
L. Presentation of "Summary Letter Report", progress meetings.
M. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

RIGHT-OF-WAY:

Right-of-Way Support and Right-of-Way Capital

Right-of-Way Support:
Tasks to be performed include, but are not limited, to the following:

A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:
Tasks to be performed include, but are not limited to, the following:

A. Order title reports/litigation guarantees.
B. Present conceptual plans to property owners adjacent to project.
C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
D. Authorize appraisals and improvements pertaining to properties.
E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
F. Set just compensation.
G. Present written offer letters and appraisal summaries to property owners.
H. Conduct negotiations to settlement.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Construction Management team to conduct a Kick-Off Meeting
B. Establish a weekly or bi-weekly construction update meetings
C. Provide Inspection, Material Testing and Outreach
D. Correspond and coordinate with Utility companies
E. Review and respond to all Request for Information (RFIs)
F. Prepare monthly pay progress
G. Assess any Request for Change Orders (RCOs)
H. Update construction Schedule
I. Provide responses to RFIs.

MILESTONES: The implementation schedule for this project will be as follows. [**Please include all applicable milestones and provide any additional specific activities that are not listed, under "other."**]

	ORIGINAL DATES		REVISED DATES	
	START DATE	**COMPLETION DATE**	**START DATE**	**COMPLETION DATE**
SOLICITATION (BID/PROPOSAL)	**August 1, 2023**	**November 30, 2023**	**April 1, 2023**	**October 11, 2023**
Develop Solicitation Package	August 1, 2023	August 15, 2023	April 1, 2023	April 26, 2023
Solicitation Response	August 16, 2023	August 30, 2023	April 27, 2023	June 30, 2023
Evaluations	September 1, 2023	September 15, 2023	July 1, 2023	August 30, 2023
Selection	September 16, 2023	September 30, 2023	September 1, 2023	September 30, 2023
Contract Award	October 16, 2023	October 30, 2023	October 11, 2023	October 11, 2023
Fully Executed Contract	November 1, 2023	November 30, 2023	October 11, 2023	October 11, 2023
PLANNING	December 1, 2023	March 30, 2024	October 11, 2023	February 5, 2024
Prepare Concept Report	December 1, 2023	December 30, 2024	October 11, 2023	November 2, 2023
Prepare Feasibility Study	January 1, 2024	January 30, 2024	October 11, 2023	November 2, 2023
Prepare Project Study Report	February 1, 2024	February 15, 2024	October 11, 2023	November 2, 2023
Feasibility Study	March 1, 2024	March 15, 2024	October 11, 2023	November 2, 2023
Concept Exploration	March 16, 2024	March 30, 2024	November 3, 2023	February 5, 2024
PRELIMINARY DESIGN	**April 1, 2024**	**June 30, 2024**	**March 1, 2024**	**March 12, 2025**
Prepare Detailed Design Plans	April 1, 2024	April 15, 2024	March 1, 2024	March 12, 2025
Prepare Detailed Construction Plans	April 16, 2024	May 15, 2024	March 1, 2024	March 12, 2025

Prepare Project Cost Estimate	May 16, 2024	May 30, 2024	March 1, 2024	July 23, 2024
High Level Design	June 1, 2024	June 30, 2024	March 1, 2024	March 12, 2025
PA&ED	July 1, 2024	August 15, 2024	April 1, 2025	September 30, 2025
Prepare Environmental Document Document Type :_____	July 1, 2024	July 8, 2024	April 1, 2025	April 30, 2025
Scoping	July 9, 2024	July 16, 2024	April 1, 2025	April 30, 2025
Technical Studies	July 9, 2024	July 16, 2024	April 1, 2025	April 30, 2025
Draft Environmental Document	July 17, 2024	July 23, 2024	April 1, 2025	April 30, 2025
Final Environmental Document	July 24, 2024	July 30, 2024	May 1, 2025	September 30, 2025
Community Outreach	August 1, 2024	August 3, 2024	May 1, 2025	September 30, 2025
Secure Project Approval	August 4, 2024	August 10, 2024	May 1, 2025	September 30, 2025
Categorical Exemption Filing	August 11, 2024	August 15, 2024	May 1, 2025	September 30, 2025
PS&E	August 16, 2024	November 30, 2024	May 1, 2025	June 30, 2026
35% PS&E	August 16, 2024	September 16, 2024	May 1, 2025	September 30, 2025
Preliminary Investigations	September 17, 2024	September 30, 2024	May 1, 2025	September 30, 2025
Geometric Drawings	October 1, 2024	October 15, 2024	May 1, 2025	September 30, 2025
Utilities	October 16, 2024	October 30, 2024	January 1, 2026	June 30, 2026
Right-of-Way	October 16, 2024	October 30, 2024	January 1, 2026	June 30, 2026
Estimating	October 16, 2024	October 30, 2024	January 1, 2026	June 30, 2026
Civil Design	November 1, 2024	November 30, 2024	January 1, 2026	June 30, 2026
Structural Design	November 1, 2024	November 30, 2024	January 1, 2026	June 30, 2026

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows**. Please include all applicable milestones and provide any additional specific activities that are not currently listed under "other."**

	ORIGINAL DATES		REVISED DATES	
	START DATE	**COMPLETION DATE**	**START DATE**	**COMPLETION DATE**
SOLICITATION (BID/PROPOSAL)	**December 1, 2024**	**March 30, 2025**	**July 1, 2026**	**December 31, 2026**
Develop Solicitation Package	December 1, 2024	December 15, 2024	July 1, 2026	August 31, 2026
Solicitation Response	December 16, 2024	December 30, 2024	September 1, 2026	October 30, 2026
Evaluations	January 1, 2025	January 15, 2025	November 1, 2026	November 15, 2026
Contract Award	February 1, 2025	February 28, 2025	December 1, 2026	December 15, 2026
Fully Executed Contract	March 1, 2025	March 30, 2025	December 16, 2026	December 31, 2026
EXCAVATION	April 1, 2025	April 30, 2025	January 1, 2027	January 31, 2027
Clear/Grub	March 1, 2025	March 8, 2025	January 1, 2027	January 31, 2027
Survey	March 9, 2025	March 12, 2025	January 1, 2027	January 31, 2027
Sample Borings	March 9, 2025	March 12, 2025	January 1, 2027	January 31, 2027
Grading	March 13, 2025	March 20, 2025	January 1, 2027	January 31, 2027
Compaction	March 21, 2025	March 24, 2025	January 1, 2027	January 31, 2027
Drainage	March 26, 2025	March 30, 2025	January 1, 2027	January 31, 2027
ENVIRONMENTAL	**May 1, 2025**	**May 30, 2025**	**February 1, 2027**	**February 28, 2027**
Hazardous Materials Handling	April 1, 2025	April 7, 2025	February 1, 2027	February 28, 2027
Archaeological	April 8, 2025	April 15, 2025	February 1, 2027	February 28, 2027
Air Quality Monitoring	April 1, 2025	April 30, 2025	February 1, 2027	February 28, 2027
CONCRETE	June 1, 2025	June 15, 2025	March 1, 2027	June 30, 2027
Form Work			March 1, 2027	June 30, 2027
Rebar Placement			March 1, 2027	June 30, 2027
Pole Placement			March 1, 2027	June 30, 2027
TRAFFIC CONTROL	April 1, 2025		March 1, 2027	June 30, 2027
TMP			March 1, 2027	June 30, 2027
STRUCTURAL	June 16, 2025	June 30, 2025	March 1, 2027	June 30, 2027

False Work			March 1, 2027	June 30, 2027
Iron Work			March 1, 2027	June 30, 2027
Pole Placement			March 1, 2027	June 30, 2027
UTILITIES	July 1, 2025	July 30, 2025	March 1, 2027	June 30, 2027
DWP			March 1, 2027	June 30, 2027
SCE			March 1, 2027	June 30, 2027
LADOT			March 1, 2027	June 30, 2027
MATERIALS	April 1, 2025	July 30, 2025	March 1, 2027	June 30, 2027
Long-Lead Equipment			March 1, 2027	June 30, 2027
Staging			March 1, 2027	June 30, 2027
Material Lay Down Area			March 1, 2027	June 30, 2027
Signage			March 1, 2027	June 30, 2027
ELECTRICAL	August 1, 2025	August 30, 2025	March 1, 2027	June 30, 2027
Power U/G Communication			March 1, 2027	June 30, 2027
A/G Testing/Acceptance			March 1, 2027	June 30, 2027
LANDSCAPE	September 1, 2025	October 30, 2025	June 1, 2027	June 30, 2027
Clearing			June 1, 2027	June 30, 2027
Planting	September 1, 2025	September 15, 2025	June 1, 2027	June 30, 2027
Plant Establishment	September 16, 2025	September 30, 2025	June 1, 2027	June 30, 2027
Irrigation	September 16, 2025	September 23, 2025	June 1, 2027	June 30, 2027
Testing	September 24, 2025	September 30, 2025	June 1, 2027	June 30, 2027
General Construction / Close Out Project	October 1, 2025	October 30, 2025	June 1, 2027	June 30, 2027
CHANGE ORDERS				
P.O. Processing Time				
Weather				
Third Party Issues				
Strike Labor Walk Outs				
Force Majeure				
Claims				

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program ($000)

TIP ID **LA9919119** Implementing Agency **Carson, City of**

Project Description: Project includes eight bus bays with concrete bus pad underneath all bus driving and parking areas. An information wall where passengers can obtain real-time transit information. Approximately 10 CCTV security surveillance cameras. Approximately 15 parking spaces. A small building for an office and driver restrooms. The proposed work zone is within a landfill area and mitigation will be required as part of the project. Project location: Latitude, Longitude: 33.845099, -118.278363.

SCAG RTP Project #: 7120002
Study:N/A Is Model: Model #:
PM: Gilbert Marquez - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Transit | Route : | Postmile: | Phase: Engineering/Plans, Specifications and Estimates (PS&E) | Completion Date 12/31/2035

Transit Rt: 0 | Transit Mode: Bus | Fare:0.00 | Trans Fee:0.00 | Prk Ride Loc:

Air Basin: SCAB | Envir Doc: INITIAL STUDY/NEGATIVE DECLARATION -- CEQA - 05/31/2023

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region: South Bay Cities COG

Headway Peak: 0 Headway OP: 0 Stop Time :0.00 Parking $: 0.00 Stop Dist:

Program Code: TRNH6 - PASSENGER STATIONS/FACILITIES-NEW Stop Loc: 0

CTIPS ID: | EA #: | PPNO:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE	$44	$59	$600	$0					$703
	RW	$0	$0	$74	$0					$74
	CON	$0	$0	$0	$10,700					$10,700
	SUBTOTAL	$44	$59	$674	$10,700					$11,477
	TOTAL	**$44**	**$59**	**$674**	**$10,700**					**$11,477**

TOTAL PE: $703 **TOTAL RW: $74** **TOTAL CON: $10,700** **TOTAL PROGRAMMED: $11,477**

- General Comment:
- Modeling Comment: This schedule was pushed back to accommodate feedback from the university and for execution of an agreement to perform site work on their property, which was required to complete surveying involved in PA&ED phase. Funding was increased based on conceptual design and estimate.
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised **Amendment 25-27 - In Progress** **Change reason**:MINOR CHANGE **Total Project Cost** **$11,477**

RESOLUTION NO. 26-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO MEASURE R TRANSIT INVESTMENT FUNDING AGREEMENT NO. 920000000MR52402 FOR PROJECT NO. 1780: VICTORIA TRANSIT CENTER PROJECT, LACMTA PROJECT ID#MR524.02 AND FTIP# LA 9919119

WHEREAS, Los Angeles County Metropolitan Transportation Authority ("LACMTA") entered into the Measure R Funding Agreement dated June 1, 2022, which was amended on May 5, 2025 ("Measure R Funding Agreement"), programming Measure R Funds to the City of Carson ("City") for Project No. 1780: Victoria Transit Center project, LACMTA Project ID# MR524.02 and FTIP# LA 9919119 ("Project"); and

WHEREAS, Amendment No. 1 to the Measure R Funding Agreement extended the lapsing date of FY 2021-22 and FY 2022-23 funds to June 30, 2027; and

WHEREAS, on September 25, 2025, the LACMTA Board approved increase to the Measure R funds by $7,952,000 from $3,525,000 to $11,477,000 for Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Right of Way and Construction; and

WHEREAS, approval of Amendment No. 2 to the Measure R Funding Agreement for the Project will permit the increase of FY 2025-26, FY 2026-27 and FY 2027-28 funds by a total of $7,952,000.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Amendment No. 2 to Measure R Funding Agreement. The City Council hereby approves Amendment No. 2 to the Measure R Funding Agreement for the Project, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference and authorizes the Mayor to execute the same.

Section 3. Further Acts. The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. Severability. 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 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED this 20th day of May 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

Amendment No. 2 to Measure R Funding Agreement

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 34.

To: Honorable Mayor and City Council

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

Subject: CONSIDER A FINDING OF CATEGORICAL EXEMPTION FOR PROJECT NO. 1534 ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE (CITYWIDE COMMUNITY SAFETY IMPROVEMENTS), PURSUANT TO SECTION 15301 AND 15304 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT GUIDELINES AND FILING A "NOTICE OF EXEMPTION" WITH THE OFFICE OF THE LOS ANGELES COUNTY CLERK (CITY COUNCIL)

I. SUMMARY

Project No. 1534: Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements) is included in the City's Capital Improvement Program (CIP) and is currently scheduled to begin the engineering and design phase during Fiscal Year 2026-2027. Funding for the project will be provided through the State of California's Active Transportation Program (ATP), which supports projects that improve bicycle, pedestrian, and overall transportation safety. The project is intended to improve safety and accessibility for bicyclists and pedestrians throughout the community. Proposed improvements include installation of new bicycle lanes along Santa Fe Avenue between Del Amo Boulevard and Warnock Way, as well as pedestrian safety improvements at various schools throughout the City. These improvements include high-visibility crosswalks, pedestrian countdown signals that display the remaining crossing time to pedestrians, and upgraded curb ramps designed to improve accessibility for persons with disabilities.

Consequently, staff is requesting that the City Council determine that the project qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) and authorize staff to file a Notice of Exemption (Exhibit No. 1) to formally document the City's compliance with CEQA requirements. Approval of this action will confirm that no additional environmental review is required before the project proceeds into the next phase of engineering and design.

II. RECOMMENDATION

TAKE the following actions:

1. MAKE a finding that Project No. 1534: Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements) is exempt from environmental review as a categorical exemption pursuant to Section 15301(c) and Section 15304(h) of the California Environmental Quality Act guidelines; and,
2. AUTHORIZE staff to file a "Notice of Exemption" with the office of the Los Angeles County Clerk for Project No. 1534: Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements).

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the engineering and construction of the project.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1534: Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements) is included in the City's Capital Improvement Program (CIP). The project is intended to improve bicycle and pedestrian safety throughout the community and is currently estimated to cost approximately $3,451,000. Engineering and design activities for the project are scheduled to begin during Fiscal Year 2026-2027. Funding for the project will be provided through the State of California's Active Transportation Program (ATP), which provides grant funding for projects that improve walking, bicycling, and other non-motorized transportation options. The proposed project includes installation of new bicycle lanes along Santa Fe Avenue between Del Amo Boulevard and Warnock Way. In addition, the project will include pedestrian safety improvements at various schools throughout the City, including installation of high-visibility crosswalks, pedestrian countdown signals, and upgraded curb ramps that improve accessibility for persons with disabilities and help bring intersections into compliance with current accessibility standards.

On May 22, 2024, the City Council adopted Resolution No. 24-0241 approving Program Supplement No. A523 for the Project Approval and Environmental Document (PAED) phase of the project. The PAED phase includes the preparation and review of environmental documentation required under the California Environmental Quality Act (CEQA), which is the State law that evaluates whether a project may have impacts on the environment. After review of the proposed improvements, staff determined that the project qualifies for a "Categorical Exemption" under CEQA Guidelines Sections 15301(c) and 15304(h). A categorical exemption is a classification under CEQA for projects that are determined not to have a significant effect on the environment and therefore do not require preparation of a more extensive environmental study.

The project qualifies under CEQA Section 15301(c), known as a Class 1 exemption, because the pedestrian improvements involve only minor alterations to existing streets and sidewalks and do not add new vehicle travel lanes. The project also qualifies under CEQA Section 15304(h), known as a Class 4 exemption, because the new bicycle lane improvements will be constructed entirely within the existing public street right-of-way and do not involve major grading or expansion of roadway areas. Before the California Transportation Commission can allocate funding for the next phase of the project, known as the Plans, Specifications, and Estimate (PS&E) phase, the City must formally document environmental clearance under CEQA. The PS&E phase includes preparation of detailed engineering plans, technical specifications, and construction cost estimates necessary to move the project toward construction.

Consequently, staff is requesting that the City Council determine that the project is categorically exempt from further environmental review under CEQA, authorize staff to file a Notice of Exemption as required by CEQA, and allow the project to proceed into the next phase of engineering and design without additional environmental review.

V. FISCAL IMPACT

No funding approval is being requested as part of this staff report. At this time, staff is only requesting that the City Council make a finding that the project is categorically exempt from environmental review under the California Environmental Quality Act (CEQA) and authorize the filing of a Notice of Exemption to formally document the City's compliance with CEQA requirements. The estimated total cost of the project is approximately $3,451,000. Funding for the project is anticipated to be provided through the State of California's Active Transportation Program (ATP), which is an existing and previously identified grant funding source for the project.

VI. EXHIBITS

1. Notice of Exemption

Attachments

Exhibit 1 - Notice of Exemption

Notice of Exemption

To: County Clerk
County of Los Angeles
12400 E. Imperial Highway
Norwalk, CA 90650

From: City of Carson
701 E. Carson St
Carson, CA 90745

Project Title: 1534-Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements) (ATPL-5403(032))

Project Applicant: City of Carson

Project Location - Specific: Santa Fe Avenue, Del Amo Boulevard to Warnock Way, and various schools

Project Location - City: Carson Project Location - County: Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project:
Creating Class II bicycle lanes, on existing right-of-way, on Sante Fe Avenue between Del Amo Boulevard and Warnock Way while maintaining existing vehicle travel lanes and minor alterations of existing streets around schools throughout the City to install high visibility crosswalks, countdown pedestrian signals, and accessible curb ramps.

Name of Public Agency Approving Project: City of Carson

Name of Person or Agency Carrying Out Project: City of Carson

Exempt Status **(check one)**:

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number:
  Class 1-15301(c), Class 4-15304(h)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The project meets the criteria of Class 1, pursuant to CEQA Guidelines Section 15301(c), because the pedestrian improvements are a minor alteration of existing streets that do not create additional automobile lanes. In addition, the project meets the criteria of Class 4, pursuant to Section 15304(h), because the installation of new bicycle lanes is within existing rights-of-way. The CEQA Guidelines state these classes do not

have a significant effect on the environment, and they are declared to be categorically exempt from the requirement for the preparation of environmental documents.

Lead Agency Contact Person: Jonathan Yee Phone number: 310-952-1700

jyee@carsonca.gov

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?
☒ Yes ☐ No

Signature: _____ Date: 04/01/26 Title: Traffic Engineer

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

CEQA EXEMPTION
DETERMINATION FORM (rev. 06/2022)

Project Information

Project Name (if applicable): 1534-Active Transportation Program - Santa Fe Bike Lane (Citywide Community Safety Improvements)

DIST-CO-RTE: 07-LA-0-CRSN **PM/PM:**

EA: **Federal-Aid Project Number:**

Project Number: ATPL-5403(032) Adv. Project ID: 0724000173

Project Description

The project will enhance bicyclist and pedestrian safety by creating Class II bicycle lanes, on existing right-of-way, on Sante Fe Avenue between Del Amo Boulevard and Warnock Way and installing high visibility crosswalks, countdown pedestrian signals, and accessible curb ramps on existing streets around schools throughout the City. The project meets the criteria of Class 1, pursuant to CEQA Guidelines Section 15301(c), because the pedestrian improvements are a minor alteration of existing streets that do not create additional automobile lanes. In addition, the project meets the criteria of Class 4, pursuant to Section 15304(h), because the installation of new bicycle lanes is within existing rights-of-way.

Caltrans CEQA Determination (Check one)

☒ **Not Applicable** – Caltrans is not the CEQA Lead Agency

☐ **Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

☐ **Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)

☒ **Categorically Exempt. Class** 1 and 4. (PRC 21084; 14 CCR 15300 et seq.)

- ☒ No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the SER Chapter 34 for exceptions.

☐ **Covered by the Common Sense Exemption**. This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

Project Manager

Jonathan Yee	Jonathan Yee Digitally signed by Jonathan Yee Date: 2026.03.26 16:39:09 -07'00'	03/25/26
Print Name	Signature	Date

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

CONSENT 35.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF RESOLUTION 26-054, 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, TO CORRECT THE PROJECT ACCOUNT BUDGET FOR PW1667 - UPGRADE EXISTING TRAFFIC SIGNAL - AVALON BOULEVARD AT GARDENA BOULEVARD (CITY COUNCIL)

I. SUMMARY

Project No. 1667: Upgrade Existing Traffic Signal - Avalon Boulevard at Gardena Boulevard is included in the City's Fiscal Year 2025-2026 Capital Improvement Program (CIP). The project is intended to modernize the traffic signal equipment at the intersection to improve traffic safety, reliability, and overall traffic operations. The original project budget for PW1667 included three funding sources: $350,000 in Measure M grant funds from Los Angeles County Metropolitan Transportation Authority (Metro), $150,000 in Development Impact Fee (DIF) funds, and $300,000 in local Measure R funds. Metro subsequently approved an additional $650,000 in Measure M grant funding for the project, increasing the total Measure M grant allocation from $350,000 to $1,000,000.

At its February 17, 2026 meeting, the City Council approved Budget Resolution No. 26-013, which increased the project's grant-funded expenditure account by the additional $650,000 in Metro Measure M funds and removed the previously allocated DIF and local Measure R funding, as those local funding sources were no longer necessary to support the project budget. Also at its February 17, 2026 meeting, the City Council considered a separate amendment to the Fiscal Year 2025-2026 Capital Improvement Program budget. As part of that action, funding from several CIP projects was reallocated to projects identified as higher priority. One of those priority projects was PW1801 - Streetscape Master Plan - Civic, which includes median improvement work along Avalon Boulevard and Carson Street. Through Resolution No. 26-020, PW1801 received funding from several sources, including the same $300,000 in local Measure R funds previously associated with PW1667. Because both Resolution No. 26-013 and Resolution No. 26-020 referenced the removal of the same $300,000 in Measure R funds from PW1667, the deduction was inadvertently applied twice. This technical and administrative budgeting error resulted in a total reduction of $600,000 from the PW1667 project budget, rather than the intended $300,000 reduction, causing the project account to incorrectly appear over-budgeted. Consequently,

to correct this issue, staff is requesting that the City Council approve Resolution No. 26-054, which will restore the additional $300,000 that was inadvertently deducted a second time and revise the project budget to reflect only the intended single $300,000 reduction.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-054, "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", to correct the project account for PW1667 - Upgrade Existing Traffic Signal – Avalon Boulevard at Gardena Boulevard.

III. ALTERNATIVES

1. DO NOT ADOPT Resolution 26-054.
2. TAKE another action the City Council deems appropriate and consistent with the requirement of the law.

IV. BACKGROUND

Project No. 1667: Upgrade Existing Traffic Signal - Avalon Boulevard at Gardena Boulevard is included in the City's Fiscal Year 2025-2026 Capital Improvement Program (CIP). The purpose of the project is to modernize and upgrade the existing traffic signal equipment at the intersection of Avalon Boulevard and Gardena Boulevard in order to improve traffic safety, operational reliability, and overall traffic flow for motorists, pedestrians, and bicyclists. The project includes replacing outdated traffic signal equipment and infrastructure with newer technology that meets current operational and safety standards. Typical improvements include replacement of signal controllers, traffic signal heads, electrical wiring, and related traffic signal equipment needed to improve signal performance and long-term reliability. The original project budget for PW1667 included a combination of funding sources consisting of $350,000 in Measure M grant funds from Los Angeles County Metropolitan Transportation Authority (Metro), $150,000 in Development Impact Fee (DIF) funds, and $300,000 in local Measure R funds.

At its May 6, 2025 meeting, the City Council awarded a construction contract to Select Electric, Inc. in an amount not-to-exceed $787,887 for construction of the project. Following execution of the construction agreement, City staff successfully applied for additional Metro grant funding, and Metro subsequently approved an additional $650,000 in Measure M funds for the project. This additional grant funding increased the total Measure M funding allocation for PW1667 from $350,000 to $1,000,000, which exceeded the amount necessary to cover the construction contract costs. As a result, the project no longer required the previously allocated DIF and local Measure R funding sources.

At its February 17, 2026 meeting, the City Council approved Budget Resolution No. 26-013, which increased the project's grant-funded expenditure account by the additional $650,000 in Metro Measure M funding and correspondingly removed the previously allocated DIF and local Measure R funds from the project budget. Also on February 17, 2026, the City Council considered a separate item related to amendments to the Fiscal Year 2025-2026 Capital Improvement Program budget. As part of that action, funding from several CIP projects was redirected to projects identified as higher priority. One of those priority projects was PW1801 - Streetscape Master Plan - Civic, which includes median improvement work along Avalon Boulevard and Carson Street. To support advancement of PW1801 during the current fiscal year, approximately $5.7 million in funding was reallocated from various projects, including the transfer of the same $300,000 in local Measure R funds previously associated with PW1667 through Resolution No. 26-020. Because the $300,000 in local Measure R funds from PW1667 had already been removed through Resolution No. 26-013, the same funds were inadvertently removed a second time through Resolution No. 26-020. This administrative and technical budgeting error resulted in the project budget for PW1667 being reduced twice for the same funding source, causing the project account to incorrectly appear over-budgeted by $300,000. Consequently, to correct this issue, staff is requesting that the City Council approve Resolution No. 26-054, which will correct the project budget for PW1667 by reflecting only a single $300,000 reduction in local Measure R funding and restoring the project account balance to the proper amount.

V. FISCAL IMPACT

The original project budget for PW1667 consisted of three funding sources: $350,000 in Measure M transportation grant funds from Los Angeles County Metropolitan Transportation Authority (Metro), $150,000 in Development Impact Fee (DIF) funds, and $300,000 in local Measure R funds, for a total project budget of $800,000. At its May 6, 2025 meeting, the City Council awarded a construction contract to Select Electric, Inc. in an amount not-to-exceed $787,887 for construction of Project PW1667.

Following award of the construction contract, Metro approved an additional $650,000 in Measure M grant funding for the project. This increased the total Metro grant allocation for PW1667 from $350,000 to $1,000,000. Because the additional grant funding increased the available project budget above the amount needed to cover the construction contract, staff determined that the previously allocated Development Impact Fee (DIF) funds and local Measure R funds were no longer necessary to support the project. At its February 17, 2026 meeting, the City Council approved Resolution No. 26-013, which increased the Measure M grant funding within the project account and removed the previously allocated DIF and local Measure R funding from the PW1667 project budget. Also at the February 17, 2026 meeting, the City Council considered a separate Capital Improvement Program (CIP) budget amendment that reallocated funding from various CIP projects to projects identified as higher priority. The Council approved Resolution No. 26-020 to implement those funding reallocations. As part of that action, the same $300,000 in local Measure R funds previously removed from PW1667 was reallocated to PW1801 - Streetscape Master Plan - Civic.

However, because the $300,000 in local Measure R funding had already been removed from PW1667 through Resolution No. 26-013, the same reduction was inadvertently applied a second time through Resolution No. 26-020. This administrative and technical budgeting error resulted in a total reduction of $600,000 from the PW1667 project budget, rather than the intended $300,000 reduction. The proposed Resolution No. 26-054 will correct this error by restoring the additional $300,000 that was inadvertently deducted a second time and returning the PW1667 project budget to the correct funding amount.

VI. EXHIBITS

1. Resolution 26-013
2. Resolution 26-020
3. Resolution 26-054

Attachments

Exhibit 1. Resolution 26-013

Exhibit 2. Resolution No. 26-020

Exhibit 3. Resolution 26-054

RESOLUTION NO. 26-013

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 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

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

Account	Description	Increase/(Decrease)
282-80-820-904-8023-PW1667	CIP – Traffic Signal	$650,000.00
254-80-820-904-8023-PW1667	CIP – Traffic Signal	($300,000.00)
289-80-820-284-8023-PW1667	CIP – Traffic Signal	($150,000.00)

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 26-015 budget on file, and effective as of February 17, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 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. 26-013 adopted by the City of Carson City Council at its meeting held on February 17, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 26-020

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 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

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

Account	Description	Increase/(Decrease)
101-99-999-904-8019-PW1451	Bus/Bike Lane & Related CIP	($1,348,000.00)
101-99-999-904-8019-PW1452	Bus/Bike Lane & Related CIP	($1,299,000.00)
101-99-999-999-3601	General Fund Balance	($5,900,000.00)
101-99-999-999-8012-PW1801	Other Infrastructure - CIP	$5,544,000.00
101-99-999-904-8012-PW1818	Other Infrastructure - CIP	$390,000.00
101-99-999-904-8012-PW1819	Other Infrastructure - CIP	$1,436,000.00
101-99-999-904-8012-PW1833	Other Infrastructure - CIP	$221,000.00
101-99-999-904-8012-PW1674	Other Infrastructure - CIP	$956,000.00
248-99-999-999-3601	Raised Medians Fund Balance	($456,000.00)
248-80-820-904-8012-PW1801	Other Infrastructure - CIP	$456,000.00
254-80-820-904-8023-PW1667	CIP/Traffic Signal	($300,000.00)
254-80-820-904-8009-PW1826	CIP/Infrastructure Roadways	($200,000.00)
254-80-820-904-8012-PW1801	Other Infrastructure - CIP	$300,000.00
281-80-820-904-8012-PW1801	Other Infrastructure - CIP	$200,000.00
289-80-820-278-6004-PW1823	Professional Services	($100,000.00)
289-80-820-288-6004-PW1823	Professional Services	($100,000.00)
289-80-820-278-8012-PW1801	Other Infrastructure - CIP	$200,000.00

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 February 17,

2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 17th day of February, 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. 26-020 adopted by the City of Carson City Council at its meeting held on February 17, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

Dr. Khaleah K. Bradshaw, City Clerk

RESOLUTION NO. 26-054

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 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

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

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

Account	Description	Increase/(Decrease)
254-80-820-904-8023-PW1667	CIP – Traffic Signal	$300,000.00

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 26-015 budget on file, and effective as of May 20, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 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. 26-054 adopted by the City of Carson City Council at its meeting held on May 20, 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

Wednesday, May 20, 2026, 5:00 PM

SPECIAL ORDERS OF THE DAY 36.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Planning

Subject: PUBLIC HEARING TO CONSIDER (1) ADOPTION OF RESOLUTION 26-056, REVERSING THE PLANNING COMMISSION'S DECISION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW (DOR) NO. 1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, FINDING A CEQA EXEMPTION, AND CONDITIONALLY APPROVING DOR NO. 1935-23 AND CUP NO. 1128-23, AND (2) INTRODUCTION AND FIRST READING OF ORDINANCE NO. 26-2608, APPROVING DEVELOPMENT AGREEMENT (DA) NO. 33-23 BETWEEN THE CITY OF CARSON AND VESI 27, LLC, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009) (CITY COUNCIL).

I. SUMMARY

On March 10, 2026, the Planning Commission, by a 5-2 vote, adopted Resolution No. 26-2900, denying Design Overlay Review (DOR) No. 1935-23 and Conditional Use Permit (CUP) No. 1128-23, and recommending that the City Council deny Development Agreement (DA) No. 33-23 for an approximately 100-megawatt battery energy storage system (BESS) located at 18800 Broadway.

On March 23, 2026, Vesi 27 LLC (“Applicant”) filed a timely appeal of the Planning Commission’s decision. On April 16, 2026, the City Clerk determined the appeal to be complete and in compliance with Carson Municipal Code (CMC) Section 9173.4(B)(3).

Pursuant to CMC Section 9173.4 (Appeals), the City Council may take one of the following actions within 60 days of filing an appeal; and unless the item is referred back to the Planning Commission, the City Council's decision must be supported by written findings.

- Affirm Planning Commission Decision
- Modify Planning Commission’s Decision
- Refer the Matter Back to the Planning Commission with Instructions
- Reverse the Planning Commission’s Decision

The City Council held a duly noticed public hearing on May 5, 2026, and voted 3-2 to continue the public hearing and direct staff to prepare a resolution to reverse the Planning Commission’s decision and conditionally approve the DOR and CUP for the project based on the appropriate findings, along with an ordinance to approve the associated Development Agreement, subject to inclusion of certain Development Agreement modifications and additional conditions of approval, for consideration at the City Council meeting on May 20, 2026 (Exhibit No. 2).

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing; and,
2. ADOPT Resolution No. 26-056, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REVERSING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2)(d), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE (APN 7339-014-009);" and,
3. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, of Ordinance No. 26-2608, "AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA: (1) FINDING A CEQA EXEMPTION WITH RESPECT TO APPROVAL OF DEVELOPMENT AGREEMENT NO. 33-23; AND (2) APPROVING DEVELOPMENT AGREEMENT NO. 33-23 BETWEEN THE CITY OF CARSON AND VESI 27, LLC FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) PROJECT LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009; and
4. DIRECT the City Manager or designee to prepare a summary of Ordinance No. 26-2608 for publication in accordance with Charter Section 314.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate, subject to compliance with applicable law.

IV. BACKGROUND

The proposed project is a 100-megawatt Battery Energy Storage System (BESS) facility. The project would operate like a large rechargeable battery for the electric grid by storing electricity when supply is high and releasing it to the adjacent Southern California Edison (SCE) Nola Substation facility during periods of increased demand.

The BESS facility includes lithium-ion batteries, a hazardous material, housed in enclosed steel containers, along with supporting electrical equipment needed to operate continuously. An underground transmission line (gentie line) running along Griffith Street to the adjacent SCE substation would connect to the electrical grid and an underground fiber optic line installed to coordinate communication operations between the BESS facility and the substation. Installation of these utilities would require work within the public right-of-way and would be subject to City approval.

The BESS facility would operate continuously 24 hours per day, 365 days per year.

The approximately 3-acre Griffith BESS project site is vacant and was formerly an industrial topsoil operation. The project site is zoned Manufacturing Heavy-Design Overlay (MH-D) with a Light Industrial General Plan Land Use designation. While the adjacent properties are primarily industrial, the surrounding uses include the City’s Community Services and Public Works facility and sensitive receptors such as residential neighborhoods, Kaiser Permanente Medical Offices, Victoria Park, and Towne Elementary School.

On March 10, 2026, the Planning Commission held a duly noticed public hearing and adopted Resolution No. 26-2900, denying Design Overlay Review (DOR) No. 1935-23 and Conditional Use Permit (CUP) No. 1128-23, and making a recommendation of denial to the City Council regarding Development Agreement (DA) No. 33-23, for the proposed project.

The Planning Commission's denial of the project was primarily based on the following key considerations, as further detailed in the May 5 Council report:

- Land Use Compatibility and Public Safety
- Emergency Response Capabilities

- General Plan Consistency

On March 23, 2026, the applicant appealed the Planning Commission's decision to the City Council. In mid-April, the City Clerk's Office confirmed that the appeal application was complete and scheduled the matter for the first regular City Council meeting in May 2026, within the required 60-day appeal period.

On May 5, 2026, the City Council held a duly noticed public hearing and, by a 3-2 vote, continued the public hearing and directed staff to bring back a resolution to reverse the Planning Commission's decision and approve the DOR and CUP and an ordinance to approve the Development Agreement, subject to certain additional conditions of approval and Development Agreement modifications as described further below. The applicant publicly agreed with the modifications and additional conditions of approval during the City Council meeting. The Council's action continued the item to May 20, 2026, for City Council consideration of Resolution No. 26-056 for approval of the DOR and CUP and Ordinance No. 26-2608 for the approval of the Development Agreement, incorporating the additional conditions of approval and DA modifications, respectively (Exhibit Nos. 2-5). The entitlement approvals under the proposed resolution, if adopted, would not take effect unless and until adoption and effectiveness of Ordinance No. 26-2608. The proposed resolution and ordinance also contain CEQA findings as detailed below.

DEVELOPMENT AGREEMENT MODIFICATIONS AND ADDITIONAL CONDITIONS OF APPROVAL

The City Council directed staff to recommend and negotiate additional community benefits for the City through the Development Agreement, including but not limited to certain benefits specified by the City Council. The revised Development agreement prepared by staff is attached to this report as Exhibit No. 5, with the modifications shown in redline. The revised draft Development Agreement was provided to the applicant on May 12, 2026. As of the writing of this report, the applicant has not responded.

To address safety concerns, the City Council majority vote revised and added to the project conditions of approval (COA) as follows:

Revised Conditions of Approval (***Bold italics*** are staff additions and/or revisions to the COAs).

For COA Nos.19c and 71b, the Council majority revisions increased the height of the perimeter height from ten (10) feet to thirteen (13) feet.

- COA No.19c.
    - Prior to issuance of any temporary or final Certificate of Occupancy, the developer shall install a reinforced CMU block wall, ***thirteen (13)*** feet in height, around the entire perimeter of the Property, except for the access driveway on Broadway. The wall shall be a containment wall, engineered to withstand and contain the blast hazard associated with the Project, to the reasonable satisfaction of the City Engineer and the Los Angeles County Fire Marshal or his or her designee. Developer shall submit blast modeling data to the City Engineer and the Los Angeles County Fire Marshal as deemed necessary by City Engineer and the Los Angeles County Fire Marshal for this purpose.
- COA No. 71b.
    - The height of these perimeter walls shall provide a minimum height of ***thirteen (13)*** feet and exceed the height of the BESS enclosures by at least 18 inches and shall in no case be less than any minimum height requirement set therefore by the jurisdictional planning agency.

New Conditions of Approval

- COA No.19h.
    - Following issuance of the final certificate of occupancy, Developer shall conduct an annual safety meeting to be held at a public location within the city, which shall be conducted in coordination with the Los Angeles County Fire Department and the Los Angeles County Sheriff Department. Public notice of

the meeting shall be mailed out at least ten (10) days before the meeting date and invitation mailing to all owners and occupants located within 2,500-foot-radius of the subject property. In addition, developers shall hold two (2) safety meetings at least thirty (30) days apart and prior to the project becoming operational. Public notice of the two safety meetings shall be provided in the same manner as the annual safety meeting, which covers items such as alarm testing, protocols, evacuation routes, and general battery storage safety information. Applicant shall contact the Planning Division to advise of the meeting dates, send copies of the public notice mailing at least fifteen (15) days prior to the meeting dates, and the public notice of mailing shall be certified with copies of mailing proof of 2,500-foot-radius notice mailings provided to the Planning Division within ten (10) days from the mailing date.

- COA No.19i.
    - Prior to issuance of the Certificate of Occupancy, Developer shall prepare a written evacuation plan to be reviewed and approved by the Los Angeles County Fire and Sheriff departments. The stamped approved evacuation plans by the two emergency responders shall be submitted to the Planning Division prior to the issuance of Certificate of Occupancy. The evacuation plan shall identify primary and secondary evacuating routes, staging and assembly areas, traffic control measures, and communication protocols with emergency responders. The approved evacuation plan shall be shared with all attendees during each pre-operational and annual safety meeting.
- COA No.19j.
    - Before the issuance of the first permit, Developer shall establish and maintain a telephone hotline through which members of the public may obtain information about the project and may report concerns, complaints, or safety-related issues. The telephone hotline details shall be provided to the Planning Division for the project record. The project hotline shall be available and monitored by a local party on a 24-hour daily base (24/7), 365 days a year. Responses to the reports shall be conducted within 48 hours from the initiated contact and resolved within a ten-day period. All costs associated with this safety measure condition shall be paid by the applicant. (Exhibit No. 3).

Environmental Review

The project qualifies for a Class 32 Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15332 (In-fill Development) and for an exemption pursuant to CEQA Guidelines Section 15061(b)(3), as demonstrated by the Exemption Memorandum attached as Exhibit B to the proposed Ordinance (Exhibit No. 4) and incorporated into the proposed Ordinance and Resolution by reference.

The project meets all the required criteria for the Class 32 categorical exemption. Specifically, and as further detailed above and in the Class 32 Categorical Exemption Memorandum: (i) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (ii) The proposed development is within the City of Carson's jurisdictional boundaries and the project site is not larger than five acres and is substantially surrounded by urban uses; (iii) the property has no value as habitat for endangered, rare or threatened species; (iv) The site can be adequately serviced by all required utilities and public services; and (v) approval of the project will not result in any significant effects related to traffic, noise, air quality or water quality. No exception to the categorical exemption applies under CEQA Guidelines Section 15300.2.

V. FISCAL IMPACT

Development Impact Fees

The project is subject to Interim Development Impact Fees. In accordance with Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code, the applicant, property owner, and/or successor to whom these project entitlements are assigned ("Developer") shall be responsible for payment of a one-time development impact fee at the rate in effect at the time of issuance of building permits, currently (for Fiscal Year 2025-2026, effective July 1, 2025, through June 30, 2026) set at $3.68 per square feet for all square footage of battery enclosures (approximately 51,384 square feet). Based on the current rates, the interim development impact fees for the proposed development are estimated at $189,093.12. If the Project increases or decreases in size, the development impact fee amount will be adjusted accordingly at the same rate.

Development Agreement (DA)

The project will provide community benefits as shown in Article 3 of the draft DA. (Exhibit No. 5)

VI. EXHIBITS

1. Project Location Map
2. May 5, 2026 City Council Minutes
3. Draft City Council Resolution No. 26-056, Reversing Planning Commission Decision (with Conditions of Approval)
4. Draft Ordinance 26-2608, Approving Development Agreement 33-23
5. Draft Development Agreement (Redlined)

Attachments

Exhibit No. 1 Project Location Map.pdf

Exhibit No 2. May 5, 2026 City Council Minutes.pdf

Exhibit No. 3 DRAFT City Council Resolution No. 26-056, Reversing Planning Commission Decision (with Conditions of Approval).pdf

Exhibit No. 4. Draft Ordinance 26-2608., Approving Development Agreement 33-23pdf

Exhibit No. 5 DRAFT Development Agreement (Redlined).pdf

Kaiser Permanente
City Corporation Yard
Single Family Homes
Single Family Homes
S. Figueroa Street
S. Broadway
Main Street
W. Griffith Street
Project Site
SCE Nola Substation
M.L.K. Street
Victoria Community Regional Park

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, MAY 5, 2026, 5:00 P.M.

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

The meeting was called to order at 5:04 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes

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

Council Member/Agency Member/Authority Board Member Jim Dear

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

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond, Executive Director; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency

Services; William Jefferson, Director of Finance; 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, Dr. Hilton led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR HAROLD MITCHELL FROM EMMANUEL ST. REST BAPTIST CHURCH

Pastor Harold Mitchell gave the invocation.

CLOSED SESSION (Items 2-3)

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 three cases.

ACTION: No reportable action was taken in all three cases.

2A. ADDED SUBSEQUENT NEED ITEM - CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

-- 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 two cases.

ACTION: No reportable action was taken in one case. In the other case, City Council authorized the filing of a complaint which will be available when ready.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)

— A closed session will be held, pursuant to Government Code Section 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.

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 and requested to add two subsequent need Closed Session items under Potential Litigation.

Motion to approve adding two subsequent need items under Potential Litigation submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dear resulting in 5-0-0-0-0

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

The meeting was recessed at 5:09 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

3. CONFERENCE WITH LABOR NEGOTIATOR (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 7:13 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. except Mayor/Agency Chairman/Authority Chairman Davis-Holmes absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

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

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 7:14 P.M.)

INTRODUCTIONS (MAYOR) (Items 4-5)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 7:14 PM

(Council Member/Agency Member/Authority Board Member, Dr. Hilton reentered the meeting at 7:18 P.M.)

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

5. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 7:19 PM

Assistant Chief Kane gave a Public Safety Report.

PRESENTATIONS (Items 6-13)

6. PROCLAMATION RECOGNIZING MAY AS "FIRE PREVENTION MONTH"

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the proclamation recognizing May as "Fire Prevention Month" to Assistant Chief Kane and his team who offered comments and words of gratitude.

7. INTRODUCTION AND UPDATE FROM GENERAL MANAGER ADAM DUVENDECK FROM ANSCHUTZ ENTERTAINMENT GROUP / DIGNITY HEALTH SPORTS PARK

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced General Manager Adam Duvendeck from Anschutz Entertainment Group / Dignity Health Sports Park who gave an update and offered words of gratitude.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked him for allowing the City of Carson to host a Free Drone Show on July 4, 2026 at the Dignity Health Sports Park. She introduced Tamala Lewis, Senior Director of Community Affairs, who offered comments.

8. PROCLAMATION RECOGNIZING THE 2026 PUBLIC WORKS WEEK: MAY 17-23, 2026

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation recognizing the 2026 Public Works Week: May 17-23, 2026 to Director, Dr. Rodgers, Jr. and his team. He presented a certificate to Director, Dr. Rodgers, Jr. from Assemblyman Mike Gipson as well. Director, Dr. Rodgers, Jr. offered comments and words of gratitude.

9. CHILD CARE PROVIDERS RECOGNITION

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the proclamation recognizing Child Care Providers to Ms. Garcia who offered comments and words of gratitude.

10. PROCLAMATION RECOGNIZING CALFRESH AWARENESS MONTH

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation recognizing Calfresh Awareness Month to James Boden, Department of Social Services, who offered comments and words of gratitude.

11. PROCLAMATION RECOGNIZING SMALL BUSINESS WEEK

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the proclamation recognizing Small Business Week to Monique Fisher, owner of Contented Nair Parlor. She offered comments and words to gratitude.

12. PROCLAMATION RECOGNIZING TEACHER'S APPRECIATION WEEK

Mayor/Agency Chairman/Authority Chairman Davis-Holmes read and presented the proclamation recognizing Teacher's Appreciation Week to To Meni who offered comments and words of gratitude.

13. PROCLAMATION RECOGNIZING MUNICIPAL CITY CLERKS WEEK

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the proclamation recognizing Municipal City Clerks Week to City Clerk, Dr. Bradshaw who offered comments and words of gratitude.

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

None.

APPROVAL OF MINUTES (Item 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - APRIL 21, 2026 (REGULAR)- 9:32 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

Item No. 14 was heard after Item No. 32.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. referred to the April 21, 2026 minutes section Oral Communications (Council Members) on his comments to correct golf park to dog park. City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted the correction.

Motion to Approve as amended submitted by Mayor Pro Tempore Cedric Hicks, Sr. seconded by Council Member, Dr. Jawane Hilton resulting in 5-0-0-0-0

CONSENT (Items 15-31)

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

15. CONSIDER ADOPTING RESOLUTION NO. 26-051, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-051, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,341,663.53, DEMAND CHECK NUMBERS 184518 THROUGH 184792 AND 299 FOR GENERAL DEMAND AND THE AMOUNT OF $43,885.00, CHECK NUMBER 1302 FOR CO-OP AGREEMENT DEMANDS. "

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER APPROVAL OF INCREASED FISCAL YEAR SPENDING AUTHORITY WITH THE HOME DEPOT IN AN AMOUNT NOT-TO-EXCEED $450,000 AND WITH AMAZON BUSINESS IN AN AMOUNT NOT-TO-EXCEED $400,000 FOR VARIOUS MATERIALS AND SUPPLIES UTILIZING COOPERATIVE PURCHASING PURSUANT TO CMC SECTION 2611(G) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE the formal bidding procedures pursuant to CMC Section 2610, as allowed by CMC Section 2611(g) (Cooperative Purchasing).
— 2. AUTHORIZE the City to make purchases from The Home Depot for maintenance, repair, and operating supplies under OMNIA Partners Contract No. 16154 in a cumulative amount not to exceed $450,000 per fiscal year, representing an increase of $50,000 per fiscal year from the previously approved limit of $400,000.
— 3. AUTHORIZE the City to make purchases from Amazon Business for various materials and supplies under OMNIA Partners cooperative agreements in a cumulative amount not to exceed $400,000 per fiscal year representing an increase of $100,000 per fiscal year from the previously approved limit of $300,000.
— 4. AUTHORIZE Staff to issue purchase orders as necessary to implement the authorized cooperative purchasing in accordance with City Municipal Code Section 2605.

ACTION: Item No. 16 was approved on Consent.

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

RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

ACTION: Item No. 17 was approved on Consent.

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

RECOMMENDED ACTION
— 1. RECEIVE and FILE this report.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO SENATE BILL 1361 (DURAZO) AND ASSEMBLY BILL 2576 (HARABEDIAN) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. TAKE a position of SUPPORT IF AMENDED to Senate Bill 1361 (Durazo) and Assembly Bill 2576 (Harabedian) and DIRECT staff to transmit corresponding letters.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER TAKING A POSITION OF SUPPORT IF AMENDED TO ASSEMBLY BILL 2741 (MURATSUCHI) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. TAKE a position of SUPPORT IF AMENDED to Assembly Bill 2741 (Muratsuchi) and DIRECT staff to transmit a corresponding letter.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER RESOLUTION 26-049 PROCLAIMING MAY AS FIRE PREVENTION MONTH IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE PARTICIPATION IN FIRE SAFETY AWARENESS AND PREVENTION ACTIVITIES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-049, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING MAY 2026 AS FIRE PREVENTION MONTH AND ESTABLISHING A CITYWIDE FIRE PREVENTION EDUCATION INITIATIVE".

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. (CONTRACT NO. C-22-070), EXERCISING THE SECOND OPTIONAL ONE-YEAR EXTENSION FOR THE PERIOD JULY 1, 2026 THROUGH JUNE 30, 2027 (CITY COUNCIL)- 9:33 PM

RECOMMENDED ACTION
— 1. APPROVE Amendment No. 2 to the Contract Services Agreement with Alliant Insurance Services, Inc.; and
— 2. AUTHORIZE the Mayor to execute Amendment No. 2 following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDER A CONTRACT SERVICES AGREEMENT WITH HAWKE MEDIA FOR THE DEVELOPMENT AND IMPLEMENTATION OF A PLACE-MAKING, IDENTITY, AND INTEGRATED MARKETING STRATEGY (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPROVE a Contract Services Agreement with Hawke Media for the development and implementation of a citywide communications plan in an amount not to exceed $79,500; and
— 2. AUTHORIZE the Mayor to execute the agreement and any related documents, subject to approval as to form by the City Attorney.

ACTION: Item No. 23 was approved on Consent.

24. ANNUAL REPORT - REGISTERED LOBBYISTS (CITY COUNCIL)- 9:33 PM

RECOMMENDED ACTION
— 1. RECEIVE and FILE the report.

ACTION: Item No. 24 was approved on Consent.

25. CONSIDER AWARDING A PUBLIC CONSTRUCTION, MAINTENANCE AND SERVICES AGREEMENT WITH JOHNSON CONTROLS BUILDING SOLUTIONS, LLC FOR CITYWIDE INTRUSION DETECTION AND ALARM MONITORING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. AWARD a contract to Johnson Controls Building Solutions, LLC for de-installation and installation of equipment followed by five-years of services to provide citywide intrusion detection and alarm monitoring services, for a not-to-exceed total contract sum of $404,449.10; and,
— 2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

ACTION: Item No. 25 was approved on Consent.

26. CONSIDER ADOPTION OF RESOLUTION NO. 26-048 FURTHER EXTENDING THE TIMELINE FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-048, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FURTHER EXTENDING THE TIMELINE

FOR COMPLIANCE ON THE PART OF SOUTH BAY CARSON, LLC & SYWEST DEVELOPMENT, LLC, WITH THE TERMS AND CONDITIONS OF CONDITIONAL USE PERMIT NO. 940-13, RELOCATION REVIEW NO. 3047-13 & RESOLUTION NO. 13-099, AND AMENDING RESOLUTION NO. 24-113 REGARDING VEHICLE STORAGE FACILITIES LOCATED ON THAT CERTAIN REAL PROPERTY WHOSE COMMON STREET ADDRESS IS 20151 SOUTH MAIN STREET (APN 7336-004-016), CITY OF CARSON."

ACTION: Item No. 26 was approved on Consent.

27. CONSIDER APPOINTMENT A PUBLIC FINANCING AUTHORITY MEMBER FOR THE CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPOINT Mr. Adam Duvendeck as a public member to the Carson Enhanced Infrastructure Financing District (EIFD) Public Financing Authority (PFA).

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH MOUR GROUP FOR FACADE IMPROVEMENT PROGRAM DESIGN & ARCHITECTURAL SERVICES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. CONSIDER approval of Amendment No.1 for Mour Group Engineering + Design, Inc. to add $500,000 for the Commercial Façade Improvement Program; and,
— 2. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

ACTION: Item No. 28 was approved on Consent.

29. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH NEWMARK OF SOUTHERN CALIFORNIA, INC., TO CONTINUE PROVIDING REAL ESTATE BROKERAGE SERVICES AND INCREASING THE TOTAL CONTRACT SUM TO $173,500 FOR ONE ADDITIONAL YEAR (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPROVE Amendment No. 1 to the Contract Services Agreement with Newmark of Southern California, Inc., to continue providing real estate brokerage services and increasing the the total contract sum to $173,500, for one additional year; and,
— 2. AUTHORIZE the mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

ACTION: Item No. 29 was approved on Consent.

30. CONSIDER ADOPTION OF RESOLUTION NO. 26-044, A RESOLUTION REVISING COMMERCIAL FAÇADE IMPROVEMENT PROGRAM GUIDELINES (CITY COUNCIL)

RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-044, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, AMENDING THE GUIDELINES TO THE CITYWIDE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM"

ACTION: Item No. 30 was approved on Consent.

31. CONSIDER APPROVAL OF A PURCHASE ORDER WITH SHAW INDUSTRIES, INC. FOR FLOORING MATERIALS AND SUPPLIES FOR THE CARSON EVENT CENTER (CITY COUNCIL)

RECOMMENDED ACTION
— 1. APPROVE a Purchase Order with Shaw Industries Inc., for flooring materials and supplies for a total not-to-exceed amount of $129,309.59 (Exhibit 1); utilizing the cooperative purchasing bidding exemption pursuant to CMC 2611(g) and Omnia Partners cooperative purchasing agreement #2020002144 for purposes of compliance with the bidding requirements of the purchasing ordinance.

ACTION: Item No. 31 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Items 32-33)

32. CONSIDER APPEAL OF PLANNING COMMISSION DECISION TO DENY DESIGN OVERLAY REVIEW NO.1935-23 AND CONDITIONAL USE PERMIT (CUP) NO. 1128-23, AND THE PLANNING COMMISSION'S RECOMMENDATION TO THE CITY COUNCIL REGARDING DENIAL OF DEVELOPMENT AGREEMENT (DA) NO. 33-23, FOR THE DEVELOPMENT OF AN APPROXIMATELY 100-MEGAWATT BATTERY ENERGY STORAGE SYSTEM (BESS) LOCATED AT 18800 BROADWAY (APN: 7339-014-009) (CITY COUNCIL)

RECOMMENDED ACTION
— 1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing; and EITHER
— 2. WAIVE further reading and ADOPT Resolution No. 26-047, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AFFIRMING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2) (a), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND DENYING, AS RECOMMENDED BY THE PLANNING COMMISSION, DEVELOPMENT AGREEMENT NO. 33-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE, APN 7339-014-009" (Recommended Action); OR
— 3. DIRECT staff to bring back a proposed resolution at the May 20, 2026 City Council meeting

to modify the Planning Commission decision in accordance with Council direction provided at or upon the conclusion of the appeal hearing, and based on appropriate supporting written findings as discussed or considered at the appeal hearing; OR
— 4. REFER the matter back to the Planning Commission with specific instructions for further consideration; OR
— 5. DIRECT staff to bring back a proposed resolution on May 20, 2026, to reverse the Planning Commission's decision and approve the project, supported by appropriate written findings and conditions of approval.

Item No. 32 was heard after the City Attorney's Report of continued Closed Session item.

Planning Manager McKina Alexander gave a PowerPoint presentation.

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.

The following individuals spoke in support of the proposed development of a battery energy storage system facility:

Tommy Fa'avae

Pete Marsh

Steve Gancherou

Christie Caric

Loren Miles - spoke in opposition of the proposed development of a battery energy storage system facility

Michael Stewart

Salvador George

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting.)

Toirod Hobson

Gerald Durant - commented on safety

Sandra Trujillo

Raymond Robertson

Jesus Martinez

Robert Lesley - commented on health and safety

Corey Crockerham

Alex Perez

Wendy Sanchez

Dianne Thomas - spoke in opposition of the proposed development of a battery energy storage system facility

Jerzon Lopez

Stefan Merli

Chelsea Sykes

Jonah Henry

Speaker submitted a letter from Darryn Everage in support of the proposed development of a battery energy storage system facility to the City Clerk and spoke in support as well

Vernon Clap

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

Council Member/Agency Member/Authority Board Member Dear asked if there was anything about the project that violates any written doctrine of the City of Carson. Planning Manager McKina Alexander responded to his question.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting.)

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked if the item is not approved, is there a possibility that this project can move forward with the State and if it meets the BTU standards to bypass the city. Planning Manager McKina Alexander responded to his question.

Council Member/Agency Member/Authority Board Member Rojas asked about the State requirements, if any, for the proximity of these projects to a resident, any living breathing body and asked if the project was approved by the Fire Marshal. Planning Manager McKina Alexander responded to her questions.

Motion submitted by Council Member Rojas seconded by Council Member, Dr. Hilton as follows:

- **Reverse the Planning Commission's decision to deny;**
- **Approve the requested Site Plan Design Review and Conditional Use Permit;**

- **Approve the Development Agreement to adopt the California Environmental Quality Act (CEQA) exemption consistent with the attached previous resolution that was provided on March 10, 2026 that was given to the Planning Commission consistent with that report outlining a resolution of the City Council of the City of Carson finding a CEQA exemption approving Site Plan and Design Review No. 1935-23 and Conditional Use Permit No. 1128-23 that the City Council adopt and approve the Development Agreement No. 33-23 for the proposed battery energy storage system (BESS) facility located at 18800 Broadway Avenue APN 7339-014-009;**
- **Direct staff to meet with the applicant to discuss additional Community Benefits Agreement and to prepare a resolution by May 20, 2026;**
- **Add the following conditions that were in the original report:**
- **In regard to approval 19c and 71b increase the height of the CMU block wall from 10 feet to 13 feet for additional safety precautions;**
- **Add condition number 19g which should read as follows: Following issuance of the final Certificate of Occupancy, developer should conduct an annual safety meeting to be held at a public location within the city which shall be conducted in coordination with the Los Angeles County Fire Department and the Los Angeles County Sheriff Department; notice of the annual safety meeting shall be provided at least ten days before the meeting mailing to all owners and occupants within 2,500 feet of the project; in addition to the annual safety meeting, developer should hold two safety meetings to be held at least 30 days apart prior to the project becoming operational; notice for the two safety meetings shall be provided in the same manner as for the annual safety meeting which covers items such as alarm testing protocols, evacuation routes, and general battery storage safety information; add prior to issuance of the final Certificate of Occupancy, developer shall prepare a written evacuation plan to be reviewed by the Los Angeles County Fire Department and the Sheriff Department; the evacuation plan shall identify primary and secondary evacuation routes, staging and assembly areas, traffic control measures, and communication protocols with emergency responders; this evacuation plan shall be shared with all attendees during each annual safety meeting; and condition number 19 add following the issuance of the first permit, developer shall establish and maintain a telephone hotline through which members of the public may obtain information about the project and may report concerns, complaints or safety related issues; the project hotline shall be available and monitored on a 24/7, 365 days a year; the safety measure should be paid by the applicant;**
- **Direct staff to add new section 3.4 to the Development Agreement (which should include a point of sale) entitled Community Benefits whereas Section 3.4 will state that the developer agrees to provide the following community benefits prior to issuance of any building permits for the project and such payment is a condition precedent to such permit issuance; Section 3.4 - $40,000 to be used for paid summer internship with company's intern renewable energy battery technology zero emission and technology and electric energy storage and battery management system for high school students for the schools in the City of Carson; Towne Avenue Elementary School**

a one time payment to either the Los Angeles Unified School District (LAUSD) or directly to Towne Avenue Elementary School in the amount of $25,000 to be used for community gardens and/or environmental related educational programs at Towne Avenue Elementary School; another one time fee for the City of Carson's Department of Recreation and Parks in the amount of $35,000 to be used for youth sports programs such as soccer, baseball, softball, and boxing; and

- **Direct staff to meet with the developers to get additional community benefits projects**

City/Agency/Authority Attorney Soltani clarified the motion for staff to bring back a resolution to adopt the Development Agreement. She noted an ordinance needs to be brought back to introduce a Development Agreement. Specific requests have been made and would like staff to explore other issues that staff has recommended during the two week period with respect to the Development Agreement which Council Member Rojas affirmed. City/Agency/Authority Attorney Soltani noted that she and staff will explore the issues with the applicant.

Council Member/Agency Member/Authority Board Member, Dr. Hilton also clarified the motion to include the Point of Sale which Council Member Rojas affirmed.

City/Agency/Authority Attorney Soltani clarified further that staff will negotiate and put in the Development Agreement the Point of Sale will be the City of Carson which Council Member Rojas affirmed.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked the applicant if he was in agreement with the requests that were stated this evening.

Edgar Khalatian responded on behalf of the applicant that they are agreeable to all the conditions presented this evening.

Council Member/Agency Member/Authority Board Member Dear offered comments in support of the project.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes expressed concern of the safety of the residents.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked the applicant information about the potential risks of exposure to hydrogen fluoride, carbon monoxide, volatile organic compounds, or fine particle matters.

Christian Ing, Senior Fire Protection Engineer with Fire & Risk Alliance, responded to his question.

City/Agency/Authority Attorney Soltani noted the item will come back on May 20, 2026 to properly adopt the resolutions, ordinances, and finalize the Development Agreement based on the terms discussed and other issues that staff will need to address.

Vote resulting in 3-2-0-0-0 Opposed by Mayor Davis-Holmes and Mayor Pro Tempore Hicks, Sr.

33. PUBLIC HEARINGS TO CONSIDER MULTIPLE ECONOMIC DEVELOPMENT SUBSIDIES (COMMERCIAL FACADE IMPROVEMENT PROGRAM GRANT AGREEMENTS - CITY-WIDE ROUND 2 & NO MATCH EAST CARSON CORRIDOR PROJECTS) TO PROVIDE CERTAIN COMMERCIAL BUSINESSES WITH GRANT FUNDING (CITY COUNCIL)

RECOMMENDED ACTION
— 1. OPEN the public hearings; TAKE public testimony and accept any written and/or oral communication; and CLOSE the public hearings.
— 2. APPROVE the funding agreements.
— 3. AUTHORIZE the City Manager to execute all documents including the funding agreements in a form acceptable to the City Attorney.

Item No. 33 was heard after Item No. 14.

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.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited and reentered the meeting.)

Director Freeman gave a PowerPoint presentation.

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

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

DISCUSSION (Item 34)

34. FISCAL YEAR 2026-2027 BUDGET WORKSHOP NO. 1 (CITY COUNCIL)

RECOMMENDED ACTION
— 1. PROVIDE direction to staff on the creation of the draft Fiscal Year 2026-2027 Budget.

ACTION: Director Jefferson gave a PowerPoint presentation.

Revenue Manager Antonio Velasco gave a PowerPoint presentation.

Accountant Ashton Watts gave a PowerPoint presentation.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 10:11 P.M. and reentered the meeting at 10:13 P.M.)

City/Agency/Authority Treasurer Cooper stated she has been requesting reclassification of a position in her department and asked why it was not included in the draft budget. She noted there are enough funds in her budget to cover the reclassification without affecting the General Fund. Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated she would discuss further with the City Manager and get back to her. City Treasurer Cooper stated she would also discuss with the City Manager.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about the work hours and duties of the multimedia staff since nearing summer months to ensure taping of city special events and city photographer services. Assistant City Manager, Dr. Lennox responded to his question.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested the official city photographer be available when the Mayor and City Council are invited to city special events.

Council Member/Agency Member/Authority Board Member, Dr. Hilton requested stills and reels services from the official city photographer.

Staff mentioned that until adoption, these workshops are simply budget proposals for discussion before the resolution to adopt the finalized budget.

ORDINANCE SECOND READING

None.

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

Brandy Lewin

Expressed concern of the proposed Weingart Association housing development

Alejandro Rojas

Spoke about increasing voter engagement

Sam Kim

Stated he lives in Colony Cove Mobilehome Park and reported the owner charged him $3,200 to clean up his yard and requested assistance from the city

Mayor/Agency Chairman/Authority Chairman Davis-Holmes stated Director Freeman would speak with him.

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. would like the City Council to bring back a resolution about the Weingart project.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked what are the next steps regarding the Weingart project.

City/Agency/Authority Attorney Soltani shared that the City Council directed staff to work diligently to come up with every legal option available to the city to protect the residents and to ensure there is no waste of public resources and appropriate expenditure of public resources on the project. The City Attorney's Office is reviewing everything and appropriate legal action will be taken.

Council Member/Agency Member/Authority Board Member, Dr. Hilton wished Mayor Davis-Holmes a Happy Birthday which is on May 11, 2026.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced that the Dignity Health Sports Complex will be hosting the 4th of July Drone Show. She would like to ensure that the entry cost is free and that there is no cost for parking. She also would like to host a Town Hall Meeting to discuss the vote for the battery energy storage system facility decision.

Council Member/Agency Member/Authority Board Member, Dr. Hilton thanked the residents for attending the Weingart meeting last Thursday.

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

City/Agency/Authority Attorney Soltani announced the continued Closed Session item during her report.

RECESS TO CLOSED SESSION

After Item No. 13, the meeting was recessed at 7:52 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to continued Closed Session.

RECONVENE TO OPEN SESSION

The meeting was reconvened at 8:04 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

City/Agency/Authority Attorney Soltani reported the Mayor and City Council reconvened Closed Session during recess pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1) to discuss one of the items further and no reportable action was taken.

MEMORIAL ADJOURNMENTS

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

Geraldine Villalon

Dorothy Turpin

Andrew O. Rimson

Gloria McDuffey

Linda D. Lofton

Jake Lee Ross, Jr.

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

ADJOURNMENT

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

_____

Lula Davis-Holmes
Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk/Agency Secretary/Authority Secretary

_____

Signature

RESOLUTION NO. 26-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, REVERSING, PURSUANT TO CARSON MUNICIPAL CODE SECTION 9173.4(C)(2)(d), THE DECISION OF THE PLANNING COMMISSION TO DENY SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23, AND FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1935-23 AND CONDITIONAL USE PERMIT NO. 1128-23 FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY LOCATED AT 18800 BROADWAY AVENUE (APN 7339-014-009)

WHEREAS, on or about April 13, 2023, the City's Department of Community Development received an application from Jessica Mowry on behalf of VESI 27, LLC ("Developer") for Site Plan and Design Overlay Review (DOR) No. 1935-23, Conditional Use Permit (CUP) No 1128-23, and Development Agreement (DA) No. 33-23 for the development of a battery energy storage system (BESS) facility located at 18800 Broadway Avenue upon the real property legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), as well as certain project-related offsite improvements. The General Plan land use designation for the Property is Heavy Industrial and the Property is zoned MH-D (Manufacturing Heavy – Design Overlay). There is no applicable Specific Plan. The Southern California Edison ("SCE") Nola Substation is located directly adjacent to the east of the Property, in the City of Carson; and

WHEREAS, on March 20, 2026, following a duly noticed public hearing, the Carson Planning Commission adopted Planning Commission Resolution No. 26-2900, denying DOR No. 1935-23 and CUP No. 1128-23 (the "Planning Commission Decision"), and recommending that the City Council deny DA No. 33-23; and

WHEREAS, on March 23, 2026, Developer filed an appeal of the Planning Commission Decision pursuant to Carson Municipal Code ("CMC") Section 9173.4 (Appeals) of the City's Zoning Ordinance. On April 16, 2026, the appeal was determined by the City Clerk's office to meet the applicable form and content requirements as required by CMC Section 9173.4(B)(2) and was deemed sufficient for filing; and

WHEREAS, CMC Section 9173.4(C)(1) requires a public hearing to be conducted on the appeal. Section 9173.4(C)(2) provides that at the conclusion of the public hearing, the Council may: (a) affirm the decision; (b) modify the decision; (c) refer the matter back to the Planning Commission, with instructions; or (d) reverse the decision. Pursuant to CMC Section 9173.4(C)(3), unless referred back to the Planning Commission, the appellate decision shall be supported by written findings. Pursuant to CMC Section

9173.4(D), the Council must act to either affirm, reverse, modify, continue or refer matter back within 60 days of filing of the appeal; and

WHEREAS, on May 5, 2026, and May 20, 2026, the City Council conducted a duly noticed public hearing to consider the appeal, in accordance with CMC Section 9173.4, and the Planning Commission's recommendation of denial of DA No. 33-23; and

WHEREAS, during the May 5, 2026, hearing, the City Council directed staff to add and incorporate certain City Council-stated conditions into the conditions of project approval and to incorporate certain City Council-stated and further staff-negotiated modifications into DA No. 33-23 for subsequent City Council consideration, which conditions and modifications were incorporated into the Conditions of Approval attached hereto as Exhibit "B" and the revised draft DA No. 33-23 that was presented for City Council consideration on May 20, 2026; and

WHEREAS, the City Council independently reviewed the proposed CEQA analysis and findings (including but not limited to the Categorical Exemption Memo that was prepared for the Project, which is on file with the City's Community Development Department, and the Project as a whole, and having concluded the hearing on May 20, 2026, hereby sees fit and intends to find a Class 32 Categorical Exemption and a CEQA Guidelines Section 15061(b)(3) exemption from CEQA with respect to approval of DOR No. No. 1935-23 and CUP No. 1128-23 and to reverse the Planning Commission Decision by approving DOR No. 1935-23 and CUP No. 1128-23 subject to the Conditions of Approval attached hereto as Exhibit "B" and incorporated herein by reference ("Conditions"), provided that the effectiveness of this approval shall be contingent upon City Council adoption, and effectiveness, of Ordinance No. 26-2608 finding a CEQA exemption with respect to approval of DA No. 33-23 and approving DA No. 33-23, which the City Council introduced and conducted first reading, by title only, on May 20, 2026; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

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

SECTION 2. With respect to Site Plan and Design Review No. (DOR) 1935-23, the City Council finds that, with the inclusion of the Conditions and the requirements of DA No. 33-23:

a) The development plan is compatible with the General Plan and surrounding uses. The Property is within the Manufacturing Heavy – Design Overlay (MH-D) zoning district with a General Plan Land Use designation of Industrial Heavy (IH). The project complies with the Zoning Code subject to an approved conditional use permit, and is consistent with the General Plan Land Use designation of IH.
b) The BESS development is within a primarily industrial area and in proximity to sensitive receptor uses. The BESS Development will be compatible with the adjacent and surrounding uses due to the design of the Project coupled with the safeguards imposed upon it through the Conditions and the requirements of DA No. 33-23. There is no applicable specific plan for the area.
c) The BESS development includes storage of lithium-ion batteries, a hazardous material, within metal container enclosures and related equipment and substation. The IH land use designation, as stated in the General Plan Land Use Element, is intended to provide for the full range of industrial uses that are acceptable within the community, but whose operations are more intensive and may have nuisance or hazardous characteristics, which for reasons of health, safety, environmental effects, or general welfare, are best segregated from other uses, and uses handling hazardous materials would be permitted only with proper safeguards and a conditional use permit.
d) The BESS development, with appropriate safety measures included in the Conditions and DA No. 33-23, will be appropriately segregated from other uses. Conditions have been imposed as required by the City's hazardous materials land use regulations (CMC 9141.1), and to require, among other safeguards, a reinforced CMU block wall, 13' in height, to be built around the entire perimeter of the Property, except for the access driveways on Broadway, which will be gated. The wall shall be a containment wall, engineered to withstand and contain the blast hazard associated with the project, to the reasonable satisfaction of the City Engineer and the Los Angeles County Fire Marshal. Additionally, per the Conditions, none of the battery enclosures shall be within 35' of any property line, and the battery enclosures shall be equipped with internal, failsafe heat and gas detection and alarm systems, which shall provide audio and visual early warnings of increases in heat or gas in any battery enclosure to a third-party reporting station that actively monitors for such warnings on a 24/7/365 basis. Furthermore, whenever any of the batteries fail, reach the end of their useful life, or need to be disposed of due to a legal requirement or due to their continued presence posing an added risk to public health or safety, Developer shall promptly discontinue use and dispose of such batteries in accordance with all applicable laws and regulations, including but not limited to those related to hazardous materials and hazardous waste.
e) The proposed development plan is compatible in architecture and design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures and

open spaces, and other features relative to a harmonious and attractive development of the area.

f) The proposed development plan provides for convenience and safety of circulation for pedestrians and vehicles. The development would have vehicular accessibility via two access driveways on Broadway, and pedestrian accessibility on Griffith Street. A paved 26-foot-wide internal access road would surround the BESS portion of the project site. The proposed development would include four parking spaces on-site near the proposed operations & maintenance (O&M) storage area, which complies with the Zoning Ordinance parking requirements. The project would generate very few traffic trips, as the BESS facility would not be open to the public and would not involve daily employee staffing or truck servicing. The proposed project and project-related offsite improvements would be unoccupied and monitored remotely, except for onsite monitoring as required by DA No. 33-23. Additional minimal periodic employee visits would be conducted for on-site equipment inspections, monitoring, and testing.

g) There is no proposed signage for the project. Any signage associated with the project will be pursuant to a separate permit and shall exhibit attractiveness, effectiveness, and restraint in signing graphics and color.

h) The proposed development will be in one phase (i.e., will not be a phased development).

i) The required findings pursuant to Section 9172.23(D), “Site Plan and Design Review,” can be and are made in the affirmative.

SECTION 3. With respect to Conditional Use Permit No. 1128-23, the City Council finds that, with the inclusion of the Conditions and the requirements of DA No. 33-23:

a) The proposed use and development will be consistent with the General Plan. Uses handling hazardous materials on properties designated Heavy Industrial under the General Plan Land Use Element cannot be permitted without proper safeguards and a conditional use permit. The project batteries, which will be lithium-ion, constitute hazardous materials. A conditional use permit application has been processed pursuant to CMC 9141.1. The required conditions of approval set forth in CMC 9141.1 have been incorporated into the Conditions, and additional health and safety measures have been incorporated into the Conditions as discussed above, in addition to the required Fire Department review and approval which must occur prior to issuance of any City permits, per the Conditions. The proposed use and development is consistent with the General Plan goals and policies, and will advance the following General Plan goals and policies, without limitation: LUR-G-1, LUR-G-15, CIR-G-5, CSES-P-27, CSES-P-33, CSES P-34, OSEC-G-14, and OSEC-P-29.

b) The site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development.

c) There will be adequate street access and traffic capacity. See Section 3(f), above.

d) There will be adequate water supply for fire protection. The project is conditioned to require approval of the Los Angeles County Fire Department prior to City issuance of any demolition, grading or building permits. Additionally, several Fire Department conditions of approval have been included in the Conditions, one of which provides, “The required total fire flow from the on-site fire hydrants is 1,250 GPM at 20 psi residual pressure for 2 hours duration. A single on-site fire hydrant shall be capable to supply a fire flow of 1,250 GPM @ 20 psi residual pressure for 2 hours, including one being located the furthest from the public fire hydrant.”
e) The proposed use and development will be compatible with the intended character of the area, which is industrial in nature, as the subject property is designated Heavy Industrial in the General Plan and is zoned MH-D.
f) The required findings pursuant to Section 9172.21, “Conditional Use Permit,” can be and are made in the affirmative. The adverse effects of the proposed use and development, which include the presence of hazardous materials on the site and the potential for emergency incidents such as fires and explosions occurring during Project operations, are justified by the benefits to the public interest which will occur as a result of such use and development, particularly in light of the quality design and the safeguards imposed on the proposed use and development through the Conditions and DA No. 33-23, which help to minimize the adverse effects.

Section 4. CEQA. The City Council further finds that, as demonstrated by substantial evidence in the record including the Class 32 Categorical Exemption Memorandum on file with the City’s Community Development Department and incorporated herein by this reference (“Memorandum”), the project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (In-Fill Development Projects), as the project meets all the required criteria of this CEQA categorical exemption. Specifically, and as further detailed above and in the Memorandum: (i) The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations; (ii) The proposed development is within the City of Carson’s jurisdictional boundaries and the project site is not larger than five acres and is substantially surrounded by urban uses; (iii) The project site has no value as habitat for endangered, rare of threatened species; (iv) The project site can be adequately serviced by all required utilities and public services; and (v) Approval of the project will not result in any significant effects related to traffic, noise, air quality or water quality. No exception to the categorical exemption applies under CEQA Guidelines Section 15300.2. Separately, and independent from the Class 32 categorical exemption, the analysis in the Memorandum demonstrates that the project does not have the potential to cause a significant effect on the environment and is therefore also exempt from further CEQA review pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 5. Based on the foregoing findings, the City Council hereby reverses the Planning Commission Decision pursuant to CMC Section 9173.4(C)(2)(a) by approving DOR No. 1935-23 and CUP No. 1128-23 subject to the Conditions, and contingent upon City Council adoption, and effectiveness, of Ordinance No. 26-2608 finding a CEQA exemption with respect to approval of DA No. 33-23 and approving DA No. 33-23.

SECTION 6. 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 7. This Resolution shall be effective immediately upon its adoption. As provided in Code of Civil Procedure §1094.6(b) and Carson Municipal Code §9173.5, any court action or proceeding brought to challenge this Resolution or the findings set forth herein pursuant to Code of Civil Procedure §1094.5 must be filed within 90 days after the date of this Resolution, except that any action or proceeding challenging this Resolution or the findings set forth herein that is within the scope of Carson Municipal Code §9173.5(A) must be filed within 60 days after the date of this Resolution. A copy of this Resolution shall be sent by first class mail to the applicant for Site Plan and Design Overlay Review No. 1935-23, Conditional Use Permit No. 1128-23, and Development Agreement No. 33-23 (VESI 27 LLC) and to any person who has filed a written request for notice of this decision pursuant to Carson Municipal Code §9173.32.

SECTION 8. The City Clerk shall certify the adoption of this Resolution and enter it into the book of original Resolutions.

[signatures on the following page]

PASSED, APPROVED AND ADOPTED this 20th day of May 2026.

_____

Lula Davis-Holmes, Mayor

APPROVED AS TO FORM:

_____

Sunny K. Soltani, City Attorney

ATTEST: _____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS:

CITY OF CARSON)

I, Khaleah Bradshaw, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 26-XX, was passed and approved by the City Council of the City of Carson at its meeting held on May 20, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT A

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:

THE WESTERLY 750.97 FEET OF LOT 119 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 222.97 FEET THEREOF.

ALSO EXCEPT THEREFROM THE EASTERLY 100 FEET OF THE WESTERLY 322.97 FEET AS PER FINAL JUDGMENT, CASE NO. 274,177 RECORDED IN BOOK 12339, PAGE 97 OF OFFICIAL RECORDS IN SAID COUNTY.

APN 7339-014-009

EXHIBIT "B"

CITY OF CARSON

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

CONDITIONS OF APPROVAL

SITE PLAN AND DESIGN REVIEW NO. 1935-23

CONDITIONAL USE PERMIT NO. 11128-23

DEVELOPMENT AGREEMENT NO. 33-23

GENERAL CONDITIONS

1. Site Plan and Design Overlay Review No. 1935-23, Conditional Use Permit No. 1128- 23, and Development Agreement No. 33-23 is for the development of an approximately 100-megawatt battery energy storage system (BESS) and project related offsite improvements (as detailed in Development Agreement No. 32-22) at 18800 Broadway (APN: 7339-014-009) ("Project").

2. Development project approval for Design Overlay Review No. Review No. 1935-23, Conditional Use Permit No. 1128-23, and Development Agreement No. 33-23 shall become null and void if building permits are not issued within two years of the effective date of the Development Agreement No. 33-23 unless an extension of time is requested prior to expiration and approved by the Planning Commission.

3. The applicant shall submit a complete set of electronic plans that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to Building and Safety plan check submittal.

4. **Interim Development Impact Fee**: In accordance with Article XI (Interim Development Impact Fee Program) of the Carson Municipal Code ("CMC"), the Project and the developer thereof, including the applicant, property owner, tenant, permittee/holder of the Project entitlements, and successor to whom the Project entitlements are assigned ("Developer"), shall be responsible for payment of one-time interim development impact fees ("IDIF") at the applicable amounts/rates detailed below for each square foot of industrial development constructed for the Project. If the Project increases or decreases regarding the square footage constructed, the total IDIF amount will be adjusted accordingly at the applicable rate.

Per CMC 11504, the IDIF shall be paid per building prior to issuance of the applicable building permit, and the applicable IDIF rate (detailed below) shall be that in effect at the

time of such payment. No building permit shall be issued prior to the full payment of the required IDIF amount for such building/structure, 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. The fee for Fiscal Year 2025-2026 IDIF is set at $3.68 per square feet for all square footage of Battery Enclosures (approximately 51,384 square feet). Therefore, if IDIF is paid for the Project between July 1, 2025, to June 30, 2026, the required amount will be $189,093.12. Subsequent fiscal year IDIF rates have 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 within ninety (90) days after the effective of approval by the City of the entitlement(s) or permit(s) that is/are the subject of these conditions of approval. The ninety (90) day approval period in which the Developer may submit a protest has begun as of the effective date of the City's approval of the entitlement(s) or permit(s) that is/are the subject of these conditions of approval.

5. Prior to issuance of any temporary or final Certificate of Occupancy, the then-owner(s) and tenant(s) of the premises holding Conditional Use Permit that is the subject of these conditions: (i) shall file a certification with City stating under penalty of perjury (a) whether the use possesses or may possess or use hazardous materials, (b) itemizing the specific types of hazardous materials that will or may be possessed or used, specifying the quantities (both then-current and anticipated maximum quantities) that will or may be possessed or used at any given time, both on an itemized basis and cumulatively, and (c) reporting any outstanding violations of state Unified Program regulations and the status of efforts or measures taken to correct same. If at any time any information specified in the certification becomes outdated or is no longer accurate, the then-owner(s) and tenant(s) of the premises holding Conditional Use Permit that is the subject of these conditions must submit, within thirty (30) days after learning that the information is no longer accurate, an addendum to the certification which includes the corrected/updated information; and (ii) submit to City inspections of the subject premises at least once per year for compliance with the Carson Municipal Code and the permit conditions and identification of any and all hazardous

materials present at the location, including reporting of such inspection to the Certified Unified Program Agency having jurisdiction in the City (the Los Angeles County Fire Department, Health Hazardous Materials Division) when the inspector finds any suspected violations of State Unified Program regulations identified during the inspections.

6. Developer shall comply with all city, county, state, and federal regulations applicable to the Project.

7. Developer shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission to comply with all the conditions of approval and applicable Zoning Ordinance provisions. Any revisions will require review and approval by the Planning Division.

8. A modification of these conditions, including additions or deletions, may be considered upon filing of an application by Developer in accordance with the Carson Municipal Code.

9. It is further made a condition of this approval that if any of these conditions is violated, or if any applicable law, statute, or ordinance is violated, the subject entitlement(s) may be revoked by the Planning Division (or Commission), as may be applicable, in accordance with CMC 9172.28.

10. Precedence of Conditions. If any of the Conditions of Approval alter a commitment made by Developer in another document, the conditions enumerated herein shall take precedence except as otherwise provided in Development Agreement No. 33-23.

11. City Approvals. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the 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 Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.

12. Deposit Account. A trust deposit account shall be established and maintained for all deposits and fees required in all applicable conditions of approval of the Project, in accordance with the terms of the Reimbursement and Indemnification Agreement entered into by and between the City and VESI 27, LLC dated April 13, 2023, and as may be amended.

13. Indemnification. Developer shall defend, indemnify, and hold harmless the City of Carson, its agents, officers, and employees, and each of them, on the terms provided in Development Agreement No. 33-23 and the Reimbursement and Indemnification Agreement entered into by and between the City and VESI 27, LLC dated April 13, 2023.

14. Developer shall pay all applicable City fees when due, and at the applicable rate.

AESTHETICS

15. There shall be no deviation of architectural design or details from the approved set of plans. Any alteration shall be first approved by the Planning Division.

16. Prior to Issuance of Building Permit, a wall design specification and plan details including colors and materials must be submitted and approved by the Planning Division to assure a decorative wall design is provided.

17. Prior to Issuance of Building Permit, the specification of all colors and materials must be submitted and approved by the Planning Division.

FENCE/WALLS

18. Chain link fencing is prohibited on the exterior of the property, any location that is visible from the public right of way, any other public areas, or any adjacent properties.

HEALTH AND SAFETY FEATURES

19. Developer shall incorporate the following features into the Project for the purpose of ensuring protection of public health and safety against potential risks associated with fires, explosions, and hazardous materials:

a. Submit a full, complete toxicity report of the BESS development project for review and clearance by the City Planning Division and Los Angeles County Fire Department. Subsequent modifications to the conditions of approval may be applied based on the assessment(s) and findings of the toxicity report.

b. None of the battery enclosures shall be located within 35' of any property line.

c. The battery enclosures shall be equipped with internal, failsafe heat and gas detection and alarm systems, which shall provide audio and visual early warnings of increases in heat or gas in any battery enclosure to a third-party reporting station that actively monitors for such warnings on a 24/7/365 basis. A battery enclosure or system that relies solely on sparkplugs will not be considered failsafe for purposes of this requirement. The system shall ensure that appropriate authorities (e.g., Los Angeles County Fire Department) will receive early warnings of any potential fire or explosion in or among the Battery Enclosures and therefore be able to act timely to evacuate the area and take other responsive actions as they deem necessary to protect public health and safety.

d. Prior to issuance of any temporary or final Certificate of Occupancy, Developer shall install a reinforced CMU block wall, 13' in height, around the entire perimeter of the Property, except for the access driveway on Broadway. The wall shall be a containment wall, engineered to withstand and contain the blast hazard associated with the Project, to the

reasonable satisfaction of the City Engineer and the Los Angeles County Fire Marshal or his or her designee. Developer shall submit blast modeling data to the City Engineer and the Los Angeles County Fire Marshal as deemed necessary by City Engineer and the Los Angeles County Fire Marshal for this purpose.

e. Whenever any Project batteries fail, reach the end of their useful life, or need to be disposed of due to a legal requirement or due to their continued presence posing an added risk to public health or safety, Developer shall promptly discontinue use and dispose of such batteries in accordance with all applicable laws and regulations, including but not limited to those related to hazardous materials and hazardous waste.

f. The Project shall obtain approval and comply with all Los Angeles County Fire Department requirements.

g. Developer shall comply with all Los Angeles County Fire Department requirements and all conditions of approval imposed or recommended by the Los Angeles County Fire Department, including but not limited to all requirements and conditions set forth in its Alternative Materials or Methods Review (AMMR) results last updated as December 11, 2025, and as may be further amended.

h. Following issuance of a certificate of occupancy, Developer shall conduct an annual safety meeting to be held at a public location within the City, which shall be conducted in coordination with the Los Angeles County Fire Department and the Los Angeles County Sheriff's Department, notice of the meeting shall be mailed out at least 10 days before the meeting, mailing to all owners and occupants located withing 2,500 feet of the subject property.

In addition, Developer shall hold two (2) safety meetings to be held at least 30 days apart prior to the project becoming operational. Notice of the two safety meetings shall be provided in the same manner as the annual safety meeting, which covers items such as alarm testing, protocols, evacuation routes, and general battery storage safety information.

i. Prior to issuance of a certificate of occupancy, Developer shall prepare a written evacuation plan to be reviewed by the Los Angeles County Fire Department and the Los Angeles County Sheriff's Department. The evacuation plan shall identify primary and secondary evacuating routes, staging and assembly areas, traffic control measures, and communication protocols with emergency responders. This evacuation plan shall be shared with all attendees during each annual safety meeting.

j. Prior to issuance of a certificate of occupancy, Developer shall establish and maintain a telephone hotline through which members of the public may obtain information about the project and may report concerns, complaints, or safety-related issues. The project hotline

shall be available & monitored on 24/7, 365 days a year. Responses to the reports shall be conducted within 48 hours from the initiated contact and resolved within a ten-day period. This safety measure shall be paid for by the applicant.

LANDSCAPE/IRRIGATION

20. Comply with the provisions of Section 9168 of the Zoning Ordinance, "Water Efficient 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. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.

22. Installation of 6" x 6" 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. 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. Existing and new irrigation system shall include best water conservation practices.

24. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.

25. Prior to City issuance of any permit, the applicant shall electronically submit landscape and irrigation plans drawn, stamped, and signed by a licensed landscape architect. Such plans are to be approved by the Planning Division.

26. All new and retrofitted landscape of 500 square feet or greater is subject to the Model Water Efficient Landscape Ordinance (MWELO) per Department of Water Resources Title 23, Chapter 2.7. The Developer shall include the signed MWELO project information, WELO water budget calculations and compliance checklist items on landscape plans, prior to the issuance of building permits.

LIGHTING

27. All exterior lighting shall be provided in compliance with the standards pursuant to Section 9127.1 (Exterior Lighting) of the Zoning Ordinance.

28. Such lights are to be directed on-site in such a manner as to not create a nuisance or hazard to adjacent street and properties, subject to the approval of the Planning Division.

PARKING

29. Parking areas and driveways shall remain clear. No encroachment into parking areas and/or driveways shall be permitted.

30. 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 onehalf inches over four inches of crushed aggregate base; or

b. Other surfacing material which, in the opinion of the Director of Engineering Services, provides equivalent life, service and appearance.

TRASH

31. Trash collection shall comply with the requirements of the City's trash collection company.

32. Recycling areas shall be provided in accordance with Sections 9164.4 (Collection and Loading of Recyclable Materials) and 9164.5 (Design Standards for Trash and Recycling Areas) of the Zoning Ordinance.

UTILITIES

33. All utilities and aboveground equipment shall be constructed and located pursuant to Section 9126.8 (Utilities) of the Zoning Ordinance, unless otherwise provided for in these conditions.

34. Public utility easements shall be provided in the location as required by all utility companies with easements free and clear of obstructions, and electrical utilities shall be installed underground.

35. Developer shall remove at its own expense any obstructions within the utility easements that would interfere with the use for which the easements are intended.

36. Any aboveground utility cabinet or equipment cabinet shall be screened from the public right-of way by a decorative block wall or landscaping, to the satisfaction of the Planning Division, and in compliance with public utility access requirements.

BUILDING AND SAFETY DIVISION

37. The second sheet of building plans is to list all conditions of approval and to include a copy of the

City Council Decision letter. This information shall be incorporated into the plans prior

to the first submittal for plan check.

38. Plans prepared in compliance with the current Building Code shall be submitted to Building Division for review prior to permit issuance.

39. A separate building permit is required for the masonry perimeter walls, which are of height taller than 6 feet above grade.

40. A separate building permit is required for the proposed Electrical Shelter.

41. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect or civil engineer.

42. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided for supporting pads for Electrical Shelter and Energy Storage systems, electrical equipment anchorage, and masonry perimeter fences.

44. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

a) Observation of cleared areas and benches prepared to receive fill;

b) Observation of the removal of all unsuitable soils and other materials;

c) The approval of soils to be used as fill material;

d) Inspection of compaction and placement of fill;

e) The testing of compacted fills; and

f) The inspection of review of drainage devices.

45. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by other soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the City, a new Preliminary Soils and/or Geotechnical Investigation.

46. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.

47. Stormwater Planning Program LID Plan Checklist (MS4-1 FORM) completed by Engineer of Record shall be copied on the first sheet of Building Plans and on the first sheet of Grading Plans. The form can be found at the following link:

https://www.dropbox.com/scl/fi/up1jbcg2e9sv4i0t6vrp3/CARSON-LID-PLAN-CHECKLISTMS4-1-FORM.pdf?rlkey=1y5bsf2iladt6mzv56qgyz7cj&dl=0

48. A feasibility study for stormwater infiltration shall be conducted to evaluate the potential for hazard materials being released in an event of battery failure or leakage and mobilized by storm water. Alternative compliance for stormwater mitigation and pollutants contentment system design shall be considered to prevent ground water contamination. Building permits shall not be issued until the study along with mitigation measure recommendations has been submitted to and approved by the Building Official.

49. A flood risk assessment shall be conducted to evaluate the potential hazard for energy storage systems to be fully or partially submerged under water in a design rain event and to determine minimum height of equipment anchorage above the base flood level. Building permits shall not be issued until the report along with mitigation measure recommendations has been submitted to and approved by the Building Official.

50. Outdoor stationary Energy Storage Systems shall be installed in accordance with the California Fire Code and California Electrical Code.

51. The property shall be surveyed, and the boundaries marked by a land surveyor licensed by the State of California.

52. Separate application and plan review is required for Electrical plans.

53. No form work or other construction materials will be permitted to encroach into adjacent property without written approval of the affected property owner.

54. Prior to the issuance of building permit, a written consent shall be obtained from the current easement holder(s) for any proposed development encroaching into existing easement(s).

BUSINESS LICENSE

55. All parties involved in the development of the Project, including but not limited to contractors and subcontractors, are required to obtain a City business license per Section 6310 of the Carson Municipal Code

PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION

GENERAL

56. 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.

57. A construction permit is required for any work to be done in the public right-of-way.

58. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to issuance of permit by Engineering Division.

59. Proof of Worker's Compensation and Liability Insurance shall be submitted to the city prior to issuance of permit by Engineering Division.

60. The Developer shall submit a copy of **approved** Grading plans on bond paper to the City of Carson – Engineering Division, prior to issuance of grading permits.

61. 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 the issuance of construction permits.

BUILDING PERMITS

Prior to issuance of **Building Permit**, the proposed development is subject to the following:

62. Drainage/Grading plan 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.

63. Soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Building Permit issuance will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory. Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.

64. The Developer shall submit improvement plans 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. The following are required as a part of the projects improvement plans.

    a) Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Broadway and Griffith Streets abutting this proposed

development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

b) Remove and replace any broken/damaged driveway approach within the public right of way along Broadway and Griffith Streets abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

c) Remove unused driveway approach if any, within the public right of way along Broadway abutting this proposed development and replace it with full height curb and gutter and sidewalk per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.

d) The Developer shall modify existing driveways within the public right of way along Broadway and Griffith Streets abutting this proposed development per City of Carson PW Standard Drawings to comply with the ADA requirements and to the satisfaction of the City Engineer.

e) The Vehicle Entryway along Griffith Street needs to meet City Standard details for a commercial driveway. This driveway appears to be of secondary use, please clarify the use.

f) Pedestrian entryway along Giffith Street needs greater clarification, gates and doors shall not swing over the public right-of-way, clarify the design of this element.

g) Streets abutting the development, shall be slurry sealed from curb-to-curb or from median-to-curb when medians are existing or as approved by the City Engineer. Slurry Seal materials shall be rubberized emulsion aggregate slurry (REAS).

CERTIFICATE OF OCCUPANCY

Prior to issuance of **Certificate of Occupancy**, the proposed development is subject to the following:

65. The Developer 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.

66. The Developer shall execute and provide to the City Engineer, a written statement from the water purveyor 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.

a) Comply with mitigation measures recommended by the water purveyor.

67. The Developer shall construct and guarantee the construction of all required and previously approved Street Improvements to the satisfaction of the City of Carson Public Works Inspector and the City Engineer.

68. The Developer 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.

69. All new utility lines, servicing the proposed development shall be underground to the satisfaction of the City Engineer.

FIRE DEPARTMENT – LOS ANGELES COUNTY FIRE DEPARTMENT

70. Explosion-Hazard Early Warning Detection and Notification. Where the chemistry or design of the ESS, or battery ESS (BESS, or electrochemical ESS), is capable, during normal or failure modes, of creating an explosive atmosphere of consequence within the airspace of its battery compartment, room, or other enclosure (whether a full-volume or partial-volume explosive atmosphere):

a. Early warning detection and notification via a fire-alarm system compliant with the Los Angeles County Fire Code and the NFPA-72 standard shall be designed with detection inside each battery compartment to effectively provide advanced warning of any accumulation towards an explosive limit of flammable/explosive gases, in accordance with the Los Angeles County Fire Code.

b. These detection devices shall be addressable.

c. Automatic notification serving potential impact areas via on-site sets of horns, beacons (red or orange), and signs, shall be provided as determined by LACoFD.

d. Automatic notification by the fire-alarm system shall be made to 9-1-1 as determined by LACoFD.

e. On-site identification of the particular enclosure(s) in alarm shall be achieved via horn-strobe notification device(s).

f. Gas detection systems, including any that are used to initiate an explosion-control system, shall comply with the requirements of NFPA 72.and be supervised by the fire-alarm system.

71. Explosion-Hazard Shielding. The maximum-potential explosion-hazard consequences, including pressure-wave generation and projectile/shrapnel impact, for a battery-failure gas-accumulation scenario not less-severe than the scenario defined by the Los Angeles County Fire Department (LACoFD), shall be established by a qualified third party and subject to approval by the LACoFD.

a. Based on the maximum-potential explosion-hazard results, an explosion-shielding wall that is engineered to provide protection from one such maximum-potential explosion occurrence, for the closest BESS enclosure thereto, for each BESS enclosure to be installed, shall be provided:

i. Around the entire BESS-installation perimeter of the BESS installation(s) or BESS field as a whole, to protect persons outside the facility; and

ii. As a shield for four persons operating at each required first-responder/ fire-command station for these installations.

b. The height of these perimeter walls shall provide a minimum height of 13 feet or exceed the height of the BESS enclosures by at least 18 inches, and shall in no case be less than any minimum height requirement set therefor by the jurisdictional planning agency.

c. Fire apparatus access road gates through the wall shall be compliant with the Los Angeles County Fire Code, including Section 503 thereof

72. Site Layout of BESS Units. In accordance with the Fire Code, separation distances between BESS units, enclosures, and groups of BESS units/enclosures, and setback distances from sensitive exposures called out by the Fire Code (e.g., combustibles, hazardous materials), shall be validated by large-scale fire testing or modeling, as specified and approved by LACoFD. This may effectively reduce the number and position of BESS units permitted to be installed on site.

73. Fire-Apparatus Access.

a. Two points of fire-apparatus access to the BESS installation, remotely located from one another.

b. Fire-apparatus access that leads directly and immediately from outside the BESS facility to each required first-responder/ fire-command station shall be provided.

c. Fire-apparatus access roads shall be provided to achieve fire-apparatus access to within 150 feet of all portions of the facility and all portions of the exterior walls, at grade, of the buildings and BESS enclosures.

d. The on-site fire-apparatus access roadways and fire lanes shall maintain a minimum unobstructed width of 26 feet, clear to the sky, maintain a 32-foot centerline turning radius on all turns, and maintain all-weather driving capabilities, as approved by LACoFD, of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.

74. Fire-Protection Water Supplies.

a. Install 1 new public fire hydrant as noted on the site plan. The minimum required fire flow from the public fire hydrants on this BESS projects is 1,500 gpm at 20 psi residual pressure for 2 hours.

b. Install 1 new on-site fire hydrants. The required fire flow is 1,250 gpm at 20 psi residual pressure for 2 hours duration. The location of the required on-site fire hydrants have been located by LACoFD as part of the entitlement review process, see enclosed site plan, but the location can be modify or adjusted as needed during the LACoFD review of the architectural/construction plans prior to issuance.

c. Where fire-sprinkler systems and/or a private fire hydrant are provided or required, approval shall be required to be obtained from the LACoFD Fire-Sprinkler Plan-Review Unit.

75. Site Security. Site security shall comply with Section 1207.4.9 of the LA County Fire Code but LACoFD advocates for enhanced security measures at these sites just like is standard practice at electrical substations, for several reasons (theft of wire, injury to intruder, terrorism, grid reliability, prevention of damage that might cause a failure event, fire, or explosion):

1207.4.9 Security of installations: Rooms, areas and walk-in units in which electrochemical ESS are located shall be secured against unauthorized entry and safe- guarded in an approved manner. Security barriers, fences, landscaping and other enclosures shall not inhibit the required air flow to or exhaust from the electrochemical ESS and its components.

76. Emergency Response Signage. Facility emergency-action and -response signage, and NFPA-704 hazard-classification placards, shall be provided in accordance with LACoFD determinations.

77. Emergency Response Plan (ERP).

a. An Emergency Response Plan (ERP) shall be developed, and maintained and trained on by site personnel, for the life of the installation, in accordance with LACoFD determinations and direction.

b. A qualified after-incident mitigation company shall be maintained on retainer at all times, maintained in the list of contacts in the ERP, and disclosed to LACoFD and jurisdictional building department.

78. Inspection, Testing, and Maintenance (ITM). The BESS installation and related equipment and systems shall be inspected, tested, and maintained by the operator for the life of the installation, in accordance with the submittals and installation that were approved by LACoFD, as well as established ITM standards for these systems, installations, and

equipment. In no case shall ITM be less restrictive than either the ITM standards nor the submittals and installation that were approved by LACoFD.

79. Repairs, Replacements, Decommissioning, and Disposal or Other Removal from Site. BESS repairs, replacements, decommissioning, and disposal or other removal from site shall be in accordance with all federal, State, and local laws.

80. Cost Recovery. Facility owners shall reimburse government emergency-services providers and site-cleanup providers for costs thereto for service provision made necessary by emergency incidents at their facility.

SHERIFF DEPARTMENT – LOS ANGELES COUNTY

81. A Construction Traffic Management Plan shall be implemented as part of the proposed Project to address construction-related traffic congestion and emergency access issues. If temporary lane closures are necessary for the installation of utilities, emergency access shall be always maintained. Flag persons and/or detours should also be provided as needed to ensure safe traffic operations, and construction signs shall be posted to advise motorists of reduced construction zone speed limits. On-site inspector shall notify the Carson Station when these measures are in place.

82. Developer shall install a video monitoring system where appropriate to the satisfaction of the Sheriff's Department.

83. Provide notification to LASD of any methane extraction systems the project site.

ORDINANCE NO. 26-2608

AN UNCODIFIED ORDINANCE OF THE CITY OF CARSON, CALIFORNIA: (1) FINDING A CEQA EXEMPTION WITH RESPECT TO APPROVAL OF DEVELOPMENT AGREEMENT NO. 33-23; AND (2) APPROVING DEVELOPMENT AGREEMENT NO. 33-23 BETWEEN THE CITY OF CARSON AND VESI 27, LLC FOR A PROPOSED BATTERY ENERGY STORAGE SYSTEM (BESS) PROJECT AT 18800 BROADWAY AVENUE, APN 7339-014-009.

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.

WHEREAS, on April 13, 2023, the Department of Community Development received an application from Jessica Mowry on behalf of VESI 27, LLC ("Developer") for certain entitlements for the development of a battery energy storage system (BESS) facility located at 18800 Broadway Avenue upon the real property legally described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), as well as certain project-related offsite improvements. The General Plan land use designation for the Property is Heavy Industrial and the Property is zoned MH-D (Manufacturing Heavy – Design Overlay). There is no applicable Specific Plan. The Southern California Edison ("SCE") Nola Substation is located directly adjacent to the east of the Property, in the City of Carson

WHEREAS, the proposed project ("Project") is an approximately 100-megawatt BESS consisting of lithium-ion batteries installed in prefabricated enclosures housing internal racks, inverters, medium-voltage transformers, switchgear, collector substation, and telecommunication equipment, including underground fiber optics or Supervisory Control and Data Acquisition equipment, to interconnect into the Southern California Edison (SCE) Nola Substation. The enclosures would have battery storage racks, with relay and communications systems for automated monitoring and management of the batteries to ensure design performance. A battery management system would be provided to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system. Power inverters to convert between AC and DC, along with transformers to step up the voltage, would also be included. The proposed facility would operate on a 24/7/365 basis.

A single 66-kilovolt generation transmission line (gen-tie line) would interconnect the proposed project to the existing SCE NOLA substation. The proposed gen-tie line route would start at the northeast portion the project site, run east along the west Grifith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the Project site, on the SCE Nola Substation property.

To facilitate communication with SCE facilities, a fiber-optic cable will connect the Project site switchyard with the SCE Nola Substation. Installation of the underground fiber optic cable lines will require trenching and earthmoving activities within the West Griffith Street public right-of-way and will be contingent upon City granting an easement or license to SCE or Developer, as applicable, for the location of the fiber optic cable lines in the West Griffith Street public right-of-way in exchange for fair market value consideration pursuant to a written agreement, and all required City encroachment and excavation permits. Per utility interconnection regulations, a second, separate, redundant fiber-optic cable will be installed within the Project site boundaries.

The proposed facility will provide a service by receiving energy (charging) from the SCE electric transmission system, storing energy, and then later delivering energy (discharging) back to the point of interconnection. The facility is intended to operate year-round and would be available to receive or deliver energy 24 hours a day and 365 days a year.

WHEREAS, Developer's requested entitlements consist of the following: (i) Development Agreement (DA) No. 33-23, to grant specified development rights in exchange for provision of specified community benefits; (ii) Site Plan Review and Design Review (DOR) No. 1935-23, to approve the development plan for the Project; and (iii) Conditional Use Permit (CUP) No. 1128-23, to approve the proposed use of the Project.

WHEREAS, a Class 32 California Environmental Quality Act ("CEQA") Categorical Exemption Memorandum, attached hereto as Exhibit "B," was prepared and reviewed by the City as lead agency for the Project, which, as further detailed below, demonstrates that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (In-fill Development Projects), and no exception to the categorical exemption applies under CEQA Guidelines Section 15300.2, and that the Project is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

WHEREAS, the application for DA No. 33-23, which, if approved by the City, would approve the Development Agreement attached hereto as Exhibit "C" between City and Developer ("Agreement"), was submitted pursuant to Government Code Sections 65864 through 65869.5.

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 on March 10, 2026, to consider Developer's applications for the Project, and heard testimony and considered all factors both oral and written. Following such public hearing, the Planning Commission adopted Planning Commission Resolution No. 26-2900: (1) denying DOR No. No. 1935-23 and CUP No. 1128-23, and (2) recommending that the City Council deny DA No. 33-23.

WHEREAS, Developer timely appealed the Planning Commission's decision to the City Council via an appeal application submitted on March 23, 2026, pursuant to Carson Municipal Code Section 9173.4.

WHEREAS, after notice of the time, place and purpose of a public hearing was duly given, the City Council held a public hearing on May 5, 2026, to consider Developer's appeal and the Planning Commission's recommendation of denial of DA No. 33-23, and heard testimony and

considered all factors both oral and written. Upon the conclusion of the public hearing on May 20, 2026, the City Council adopted Resolution No. 26-2608, finding a Class 32 Categorical Exemption from CEQA with respect to DOR No. No. 1935-23 and CUP No. 1128-23 and approving DOR No. No. 1935-23 and CUP No. 1128-23 subject to the conditions of approval attached thereto ("Conditions"), contingent upon adoption and effectiveness of this Ordinance. By this Ordinance, based on the findings set forth herein and the administrative record as a whole, the City Council sees fit and intends to find a Class 32 Categorical Exemption from CEQA with respect to DA No. 33-23 and approve DA No. 33-23 for the Project, subject to the Conditions.

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 findings of fact.

Section 2. CEQA.

The City Council further finds that, as demonstrated by substantial evidence in the record including the Class 32 Categorical Exemption Memorandum attached hereto as Exhibit "B" and incorporated herein by this reference, the Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (In-Fill Development Projects), as the Project meets all the required criteria of this CEQA categorical exemption. Specifically, and as further detailed below and in the Class 32 Categorical Exemption Memorandum: (i) The Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations; (ii) The proposed development is within the City of Carson's jurisdictional boundaries and the Project site is not larger than five acres and is substantially surrounded by urban uses; (iii) the Project site has no value as habitat for endangered, rare of threatened species; (iv) The Project site can be adequately serviced by all required utilities and public services; and (v) approval of the Project will not result in any significant effects related to traffic, noise, air quality or water quality. No exception to the categorical exemption applies under CEQA Guidelines Section 15300.2. Separately, and independent from the Class 32 categorical exemption, the analysis in the attached Class 32 Categorical Exemption Memorandum demonstrates that the Project does not have the potential to cause a significant effect on the environment and is therefore also exempt from further CEQA review pursuant to CEQA Guidelines Section 15061(b)(3).

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 is consistent with the General Plan. The Property is located in the Heavy Industrial Land Use designation, which as stated in the General Plan Land Use

Element is intended to provide for the full range of industrial uses that are acceptable within the community, but whose operations are more intensive and may have nuisance or hazardous characteristics, which for reasons of health, safety, environmental effects, or general welfare, are best segregated from other uses, and uses handling hazardous materials would be permitted only with proper safeguards and a conditional use permit. The Project, which involves hazardous materials, has been subjected to a conditional use permit requirement and Conditions imposing the proper safeguards. The required conditions of approval set forth in CMC 9141.1 have been incorporated into the Conditions. The Project is designed to the highest professional and industry standards to protect against risks to public health and safety, and includes features such as 25' setbacks from all property lines and a 13' high perimeter blast wall engineered to withstand any explosion from the proposed facility. The Project has also successfully completed Los Angeles County Fire Department (LAFD) Alternative Materials or Methods Review (AMMR), and the Conditions include and require compliance with all recommended LAFD conditions, including but not limited to all conditions in its AMMR results last updated as December 11, 2025, and as may be further amended. The Agreement also advances the following General Plan goals and policies, without limitation: LUR-G-1, LUR-G-15, CIR-G-5, CSES-P-27, CSES-P-33, CSES P-34, OSEC-G-14, and OSEC-P-29.

(c) The Agreement provides for a project that is located within an area suitable for the proposed use. The Property is approximately 3 acres. This is large enough to accommodate the Project with none of the battery enclosures being located within 35' of any property line, which is necessary for health and safety purposes. The Property is also located in a heavy industrial area, and has no adjacency to existing or planned residential areas. The Project operations will not involve heavy trucking or a significant amount of traffic trips, because the operation will be remotely monitored and will only require intermittent on-site maintenance, except that per the Conditions, one monitoring technician will be required to be on site at all times. As a result, there will be very few employees on-site. Sufficient parking spaces are provided on-site to meet this minimal need.

(d) 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. These contributions are specified in Article 3 of the Agreement.

(e) The Agreement will not be detrimental to public health, safety or general welfare, nor will it adversely affect the orderly development or property values for the Property or areas surrounding it.

(f) The Agreement is in compliance with the procedures established by the City as required by Government Code Section 65865(c).

(g) 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.

(h) The Agreement specifies the contents required by Government Code Section 65865.2, including without limitation the term of the Agreement in Section 2.1 and other Project details in Recital D.

(i) The Agreement includes conditions, terms, restrictions and requirements for development of the Property in Articles 3-5 (without limitation) and as permitted in Section 65865.2 of the Government Code.

(j) The Agreement contains provisions in Article 7 for termination of the Agreement prior to expiration of its term.

(k) 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.

(l) The Agreement is in the best public interest of the City and its residents.

(m) The Developer holds the requisite legal or equitable interest in the Property pursuant to Government Code Section 65865(a), as the Developer currently has a leasehold interest in the Property.

Section 4. Based on the aforementioned findings, the City Council hereby approves DA No. 33-23, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, and authorizes its execution by the Mayor and all action necessary to comply with its terms. The Conditions shall apply to the Agreement as provided in the Agreement.

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 shall record a copy of the Agreement with the Los Angeles County Recorder's office 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 respective 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 shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance or a summary of this Ordinance to be published in a newspaper of general circulation in the City of Carson in accordance with Section 314 of the City's Charter.

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

[to be attached]

EXHIBIT A

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:

THE WESTERLY 750.97 FEET OF LOT 119 OF TRACT 4671, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 56, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 222.97 FEET THEREOF.

ALSO EXCEPT THEREFROM THE EASTERLY 100 FEET OF THE WESTERLY 322.97 FEET AS PER FINAL JUDGMENT, CASE NO. 274,177 RECORDED IN BOOK 12339, PAGE 97 OF OFFICIAL RECORDS IN SAID COUNTY.

APN 7339-014-009

EXHIBIT "B"

CLASS 32 CATEGORICAL EXEMPTION MEMORANDUM

[to be attached]

FCS
An ADEC Innovation

Memorandum

Date: December 8, 2025

To: McKina Alexander, Senior Planner, City of Carson

From: Jason Brandman, Vice President/Director
Cecilia So, Associate Director

Subject: Class 32 Exemption Memorandum for the Griffith Energy Storage Project

INTRODUCTION

The purpose of this California Environmental Quality Act (CEQA) Class 32 Infill Exemption memorandum is to determine whether the proposed Griffith Energy Storage Project (proposed project) meets all the criteria for such an exemption as set forth in CEQA Guidelines Section 15332 (Infill Development Projects). As evaluated herein, the proposed project would be consistent with all criteria listed in CEQA Section 15332 and would not trigger any of the disqualifying exceptions listed in CEQA Section 15300.2. Separately, and independently, from the infill exemption, this memorandum also demonstrates that the proposed project would not have a significant effect on the environment and is, therefore, not subject to CEQA pursuant to Section 15061(b)(3).

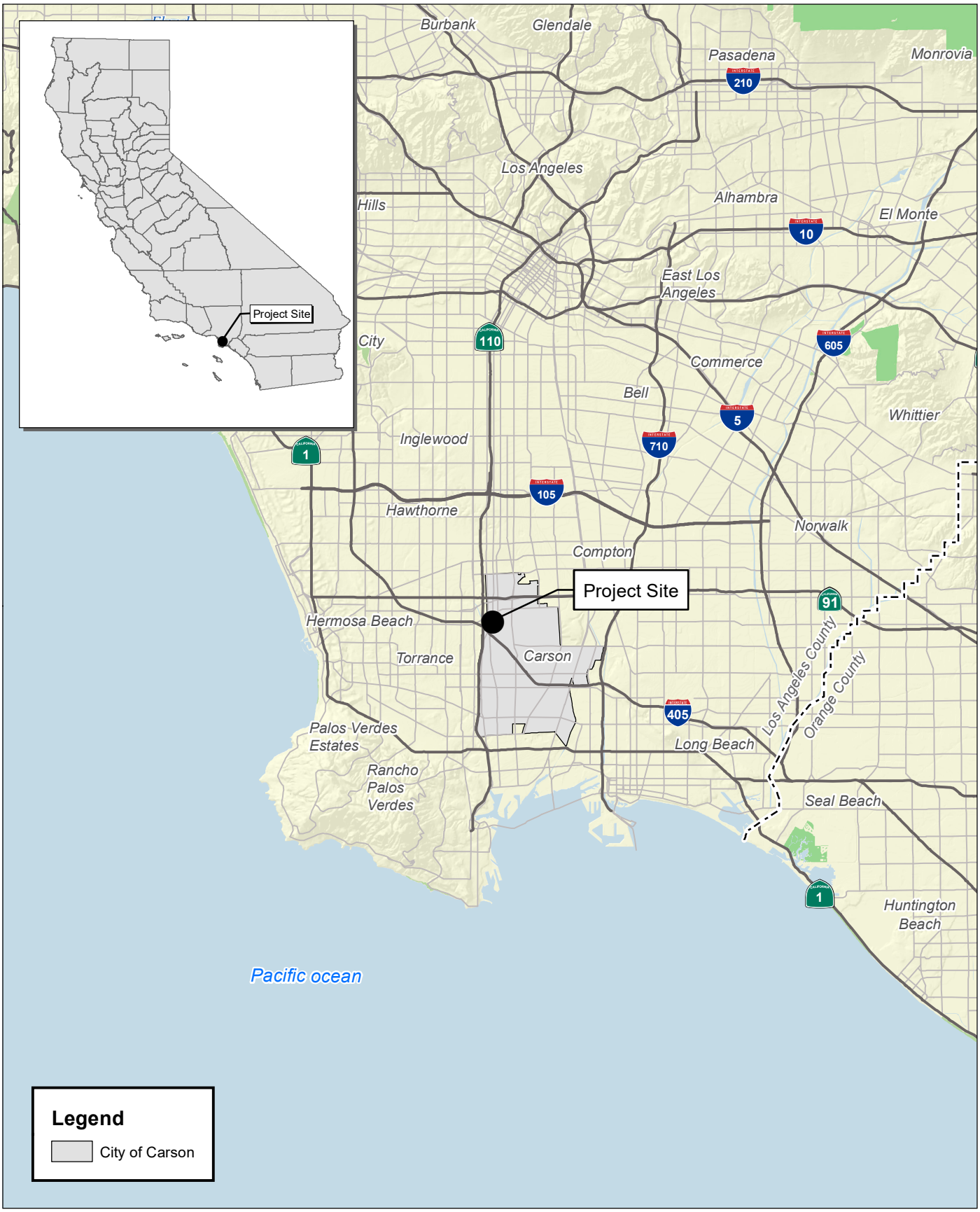
EXISTING CONDITIONS

Project Location and Existing Setting

The approximately 3-acre project site is located at 18800 South Broadway Avenue, in the City of Carson, in Los Angeles County, California (Exhibit 1 and Exhibit 2). The project site is located on Assessor's Identification Number (AIN) 7339-014-009. The project site is currently developed with an existing industrial/topsoil supplier operation. Buildings on the project site include a single-story, 1,399-square-foot building on the northwest corner of the property. Additionally, the project site has been developed with concrete paving and gravel surfaces; concrete and wooden walls; several concrete soil bunkers; and an access gate.

Surrounding Land Uses

Surrounding land uses include existing industrial uses to the north, east, south, and west. The Southern California Edison (SCE) NOLA substation is located directly adjacent to the site to the east and the Kaiser Permanente Carson Medical Offices are located to the northwest. Residential uses are located approximately 395 feet to the east, across South Main Street.



Source: Census 2000 Data, The California Spatial Information Library (CaSIL).

FIRSTCARBON SOLUTIONS™

5 2.5 0 5 Miles

Exhibit 1
Regional Location Map

11900011 • 10/2023 | 1_regional.mxd

CITY OF CARSON
GRIFFITH ENERGY STORAGE PROJECT
CLASS 32 EXEMPTION MEMORANDUM

Source: ESRI Aerial Imagery.

FIRSTCARBON SOLUTIONS™

1,000 500 0 1,000
Feet

Exhibit 2
Local Vicinity Map

11900011 • 10/2023 | 2_local_vicinity.mxd

CITY OF CARSON
GRIFFITH ENERGY STORAGE PROJECT
CLASS 32 EXEMPTION MEMORANDUM

City of Carson General Plan and Zoning

The City of Carson General Plan (General Plan) Land Use Map designates the project site "Heavy Industrial" (Exhibit 3). The City's Zoning Ordinance zones the project site "Manufacturing Heavy–Design Overlay (MH-D)" (Exhibit 4).

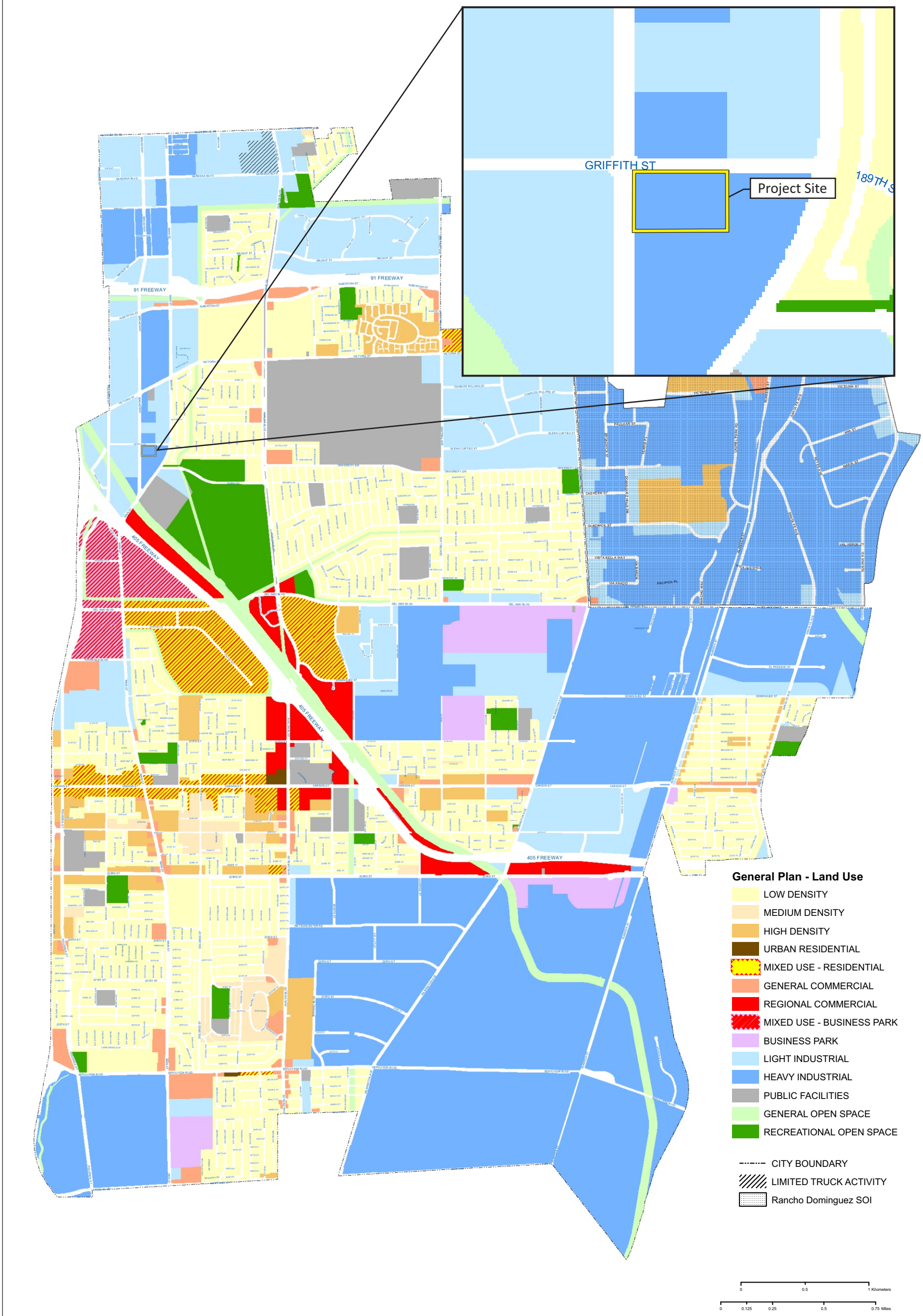
PROJECT DESCRIPTION

The proposed project would result in the redevelopment of the approximately 3-acre project site with a Battery Energy Storage System (BESS) and associated infrastructure (Exhibit 5). Lithium-ion batteries would be stored within modular outdoor enclosures, and power that is released or captured by the batteries would be transferred to and from the SCE Nola Substation via an underground 66-kilovolt generation transmission (gen-tie) line (Exhibit 6).

The proposed project would consist of lithium-ion batteries installed in racks located in prefabricated outdoor enclosures; inverters; medium-voltage transformers; switchgear; a collector substation; and other associated equipment. The proposed facility would provide a service by receiving energy (charging) from the SCE transmission system, storing the energy, and then later delivering energy (discharging) back to the point of interconnection at the SCE Nola Substation. The facilities would operate year-round and would be available to receive or deliver energy 24 hours a day, 365 days a year.

The proposed project would include the following components:

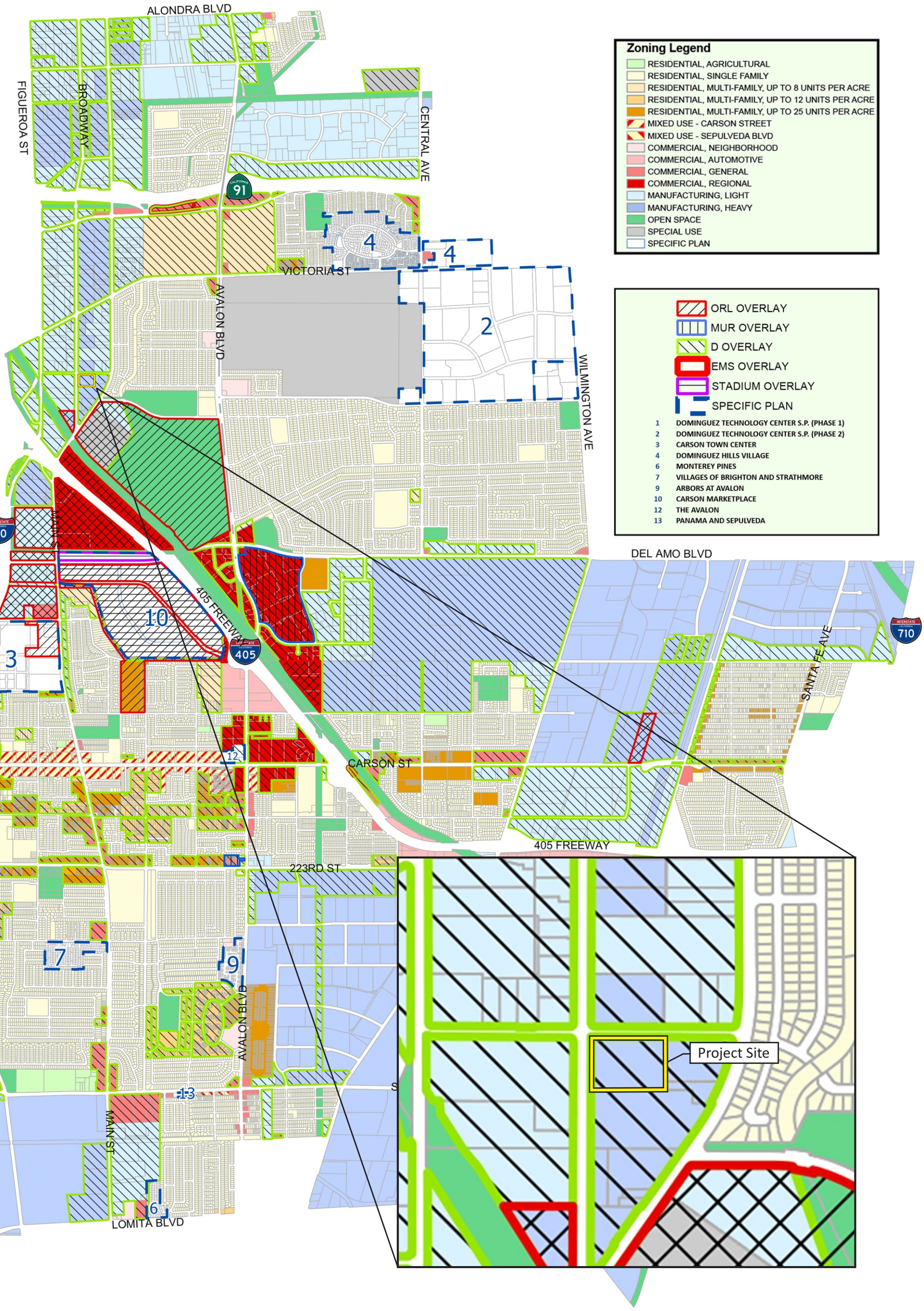
- **Energy Storage Facility**: An energy storage facility would be constructed that would provide energy storage capacity and dispatch for the electric grid.
- **Battery Management System**: A battery management system would be provided to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system.
- **Power Inverters and Transformers**: Power inverters to convert between AC and DC would be included, along with transformers that would step up the voltage.
- **Telecommunication Facilities**: Telecommunication equipment, including underground and overhead fiber optics or Supervisory Control and Data Acquisition (SCADA), would be installed.
- **Site Access and Security**: On-site access driveways, perimeter security fencing, and nighttime directional lighting would be provided.
- **Generation Tie-Line**: An underground 66-kilovolt generation tie-line would be constructed to transfer power between the SCE Nola Substation and the proposed project.



Source: City of Carson, August 05, 2015.

FIRSTCARBON SOLUTIONS™

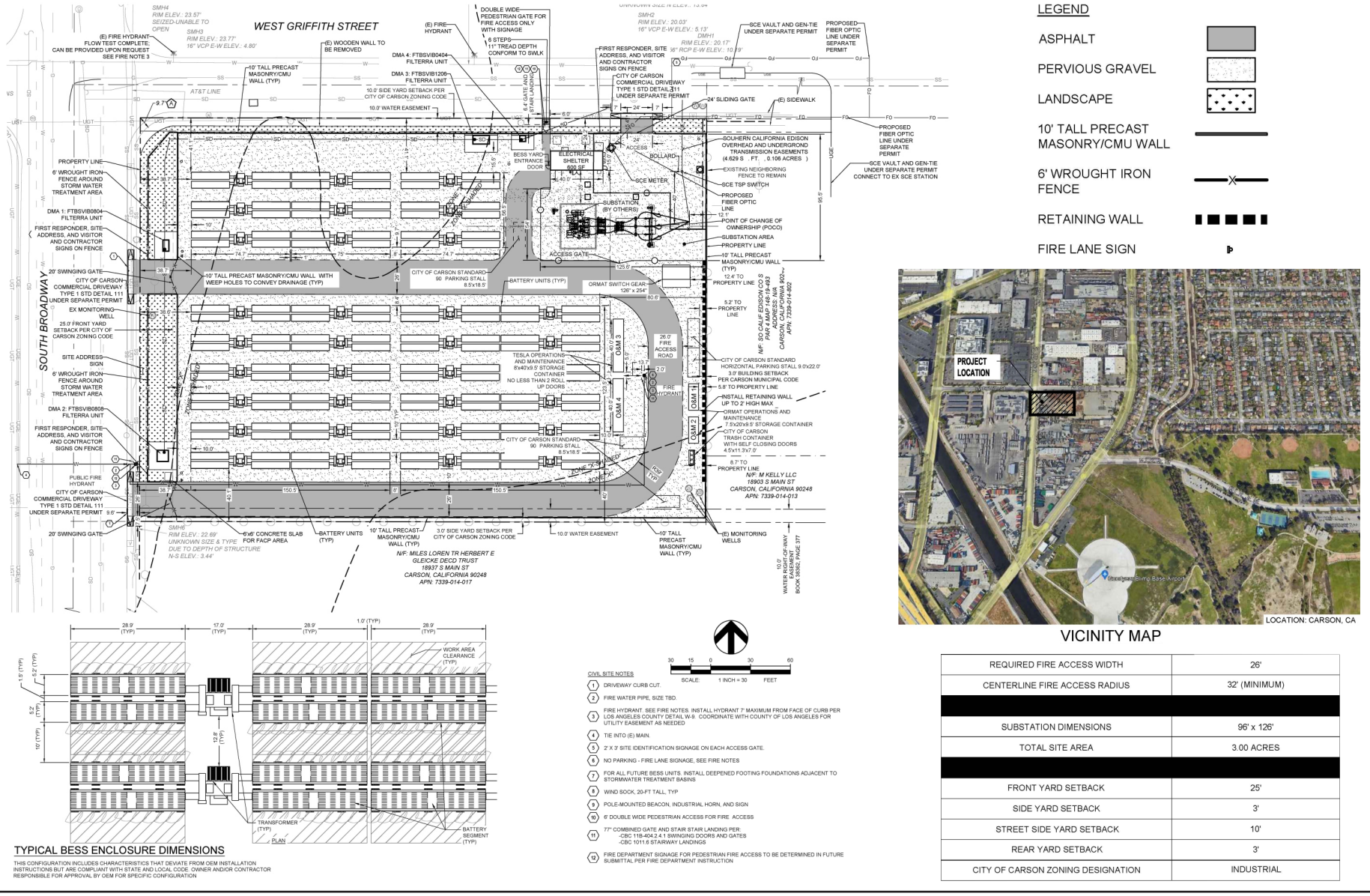
Exhibit 3
City of Carson Land Use Map



Source: City of Carson, August 01, 2017.

FIRSTCARBON SOLUTIONS™

Exhibit 4
City of Carson Zoning Map



REQUIRED FIRE ACCESS WIDTH	26'
CENTERLINE FIRE ACCESS RADIUS	32' (MINIMUM)
SUBSTATION DIMENSIONS	96' x 126'
TOTAL SITE AREA	3.00 ACRES
FRONT YARD SETBACK	25'
SIDE YARD SETBACK	3'
STREET SIDE YARD SETBACK	10'
REAR YARD SETBACK	3'
CITY OF CARSON ZONING DESIGNATION	INDUSTRIAL

Source: Coffman Engineers; Ormat, 09/18/2025.

FIRSTCARBON SOLUTIONS™

Exhibit 5
Site Plan

Source: Dudek.

FIRSTCARBON SOLUTIONS™

Exhibit 6
Off-Site Improvements:
SCE Generation Transmission Line Route and Potholing Locations

SCE Facility Upgrades

SCE has identified a need for the proposed project to contribute its fair-share payment toward utility grid system upgrades that are planned to be completed within SCE's service territory. These SCE facility upgrades include an underground generation tie-line installation across West Griffith Street.

Generation Transmission Line

The proposed project includes electrical and telecommunications improvements to support interconnection of the generation facility. All work would occur within previously disturbed areas and existing rights-of-way, consistent with CEQA Class 32 categorical exemption criteria for infill development.

An underground 66-kilovolt (kV) generation tie-line would be constructed by SCE to transfer power between the project site and the Nola Substation. SCE would own and operate the generation tie-line, with final routing determined during the interconnection review process. The proposed alignment would begin at the northeast portion of the project site, run east along West Griffith Street frontage, and connect to the Nola Substation approximately 165 feet east of the site (see Exhibit 6). Construction would involve trenching and earthmoving across West Griffith Street.

Substation Work

Within the existing Nola Substation fenceline, the project will install facilities for a new 66 kV switchrack position to terminate the generation tie-line. This includes:

- One 66 kV dead-end switchyard structure
- Three 66 kV voltage transformers mounted on steel pedestal support structures
- Three 66 kV line drops
- One 66 kV circuit breaker
- Three 66 kV group-operated disconnect switches

Battery Energy Storage System Facility

The proposed project would install and operate a utility scale energy storage facility consisting of prefabricated enclosures, each housing:

- Internal racks and system control modules
- Thermal management
- Communication systems

The battery modules would be delivered from the manufacturer preassembled that would be moved into place by forklifts or cranes. These modules would be connected in parallel to aggregate the required energy capacity.

The BESS facility would move energy on and off the transmission power grid based on market and utility demand. In general, the California Independent System Operator (CAISO) would dispatch the system to both place energy onto the grid (discharge) during times of high load and to take energy off the grid (charge) in times of low load relative to generation. SCE may have different requirements for when to dispatch the system, potentially dictated by the status of critical equipment that comprises the grid.

Once developed, the proposed project would be monitored by a remote management system 24 hours a day, 365 days a year. Remote access to battery status, meters, schedules, and other telemetry data would be available to off-site personnel.

Fire Protection System

The design of the proposed BESS facility would comply with the National Fire Protection Association (NFPA) 855 Code, which dictates specific fire access, protection, and suppression requirements to ensure the safe operation of the facility. Additionally, the BESS would be Underwriters Laboratories Inc. (UL) certified and include built-in failsafe and cooling systems designed to prevent thermal runway (uncontrollable temperature increase)[1] and the spread of fire. The Los Angeles County Fire Department (LACFD)—the authority having jurisdiction—would require site plan review and approval to ensure that the proposed project meets NFPA 855 Code.

Outdoor Electrical Equipment

Medium-voltage transformers, inverters, switchgear, electronic switchboards, and additional electrical equipment would be installed outside the BESS enclosures. Underground wires and cabling would run from the battery enclosures to a concrete head, housing the inverters and medium-voltage transformers. All electrical equipment would be housed in appropriately rated National Electrical Manufacturers Association enclosures. All outside electrical cabling would run underground. Underground wires and cabling would run from the medium-voltage transformers to the collector substation. The collector substation would be located on the northeastern portion of the parcel on approximately 10,747 square feet (approximately 0.247 acre) of ground. Components would include a main power transformer, control house, and switchgear.

Inverters

Industry-standard nationally (and internationally) recognized inverter equipment would be used for the proposed project. The inverters would be stand-alone units that would operate in all conditions in a charge mode and discharge mode. The inverters would be controlled and monitored remotely. On-site disconnects would be installed in case of an emergency or unscheduled maintenance. The inverters used for the proposed project are designed to last more than 30 years with proper preventive maintenance, schedule maintenance, and occasional major overhauls.

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[1] UL Research Institutes. 2021. What is Thermal Runway? Website: https://ul.org/research/electrochemical-safety/getting-started-electrochemical-safety/what-thermal-runaway. Accessed January 11, 2024.

Telecommunication Facilities and SCADA System

The proposed project would include telecommunication facilities to meet communication requirements for interconnection with SCE/CAISO and to support remote monitoring of project operations. To facilitate communication with SCE facilities, two new underground fiber-optic paths would be installed from just outside SCE's Nola Substation to the generation facility. A fiber-optic cable would connect the project site switchyard with the SCE point of interconnection. Utility interconnection regulations require installation of a second, separate redundant fiber-optic cable within the project boundaries.

- **Route 1:** Approximately 80 linear feet of underground fiber conduit and one 4-foot by 4-foot manhole
- **Route 2:** Approximately 350 linear feet of underground fiber conduit and one 4-foot by 4-foot manhole

The proposed project would also use local exchange carrier services for telecommunication to support remote monitoring requirements and would connect to fiber-optic lines owned and managed by local telecommunication providers.

Supervisory Control and Data Acquisition System

The SCADA system is critical for CAISO and SCE utility interconnection and for proper operation and maintenance of the proposed project. The SCADA system uses proprietary software, a fiber-optic transmission system, and a communication network that may include telephone, radio, and/or microwave links, as well as other methods such as radio links and phase loop communication systems. SCADA enables remote start, stop, reset, and tag-out functions for the facility, reducing labor and providing diagnostic information from control panels. It also controls the substation, allowing fully centralized operation of the proposed project to meet all CAISO and utility interconnection requirements.

Site Access and Security

The project site would be accessed from existing project driveways off South Broadway. A perimeter wall would be installed around the project site for safety and security purposes. Security cameras would be placed on-site and monitored 7 days a week and 24 hours per day. The proposed project would have a restricted fire access pedestrian gate off West Griffith Street.

The substation area at the northeast corner of the project site would be gated off from the rest of the property. This area would be accessed by a proposed commercial driveway and sliding gate off West Griffith Street.

Lighting

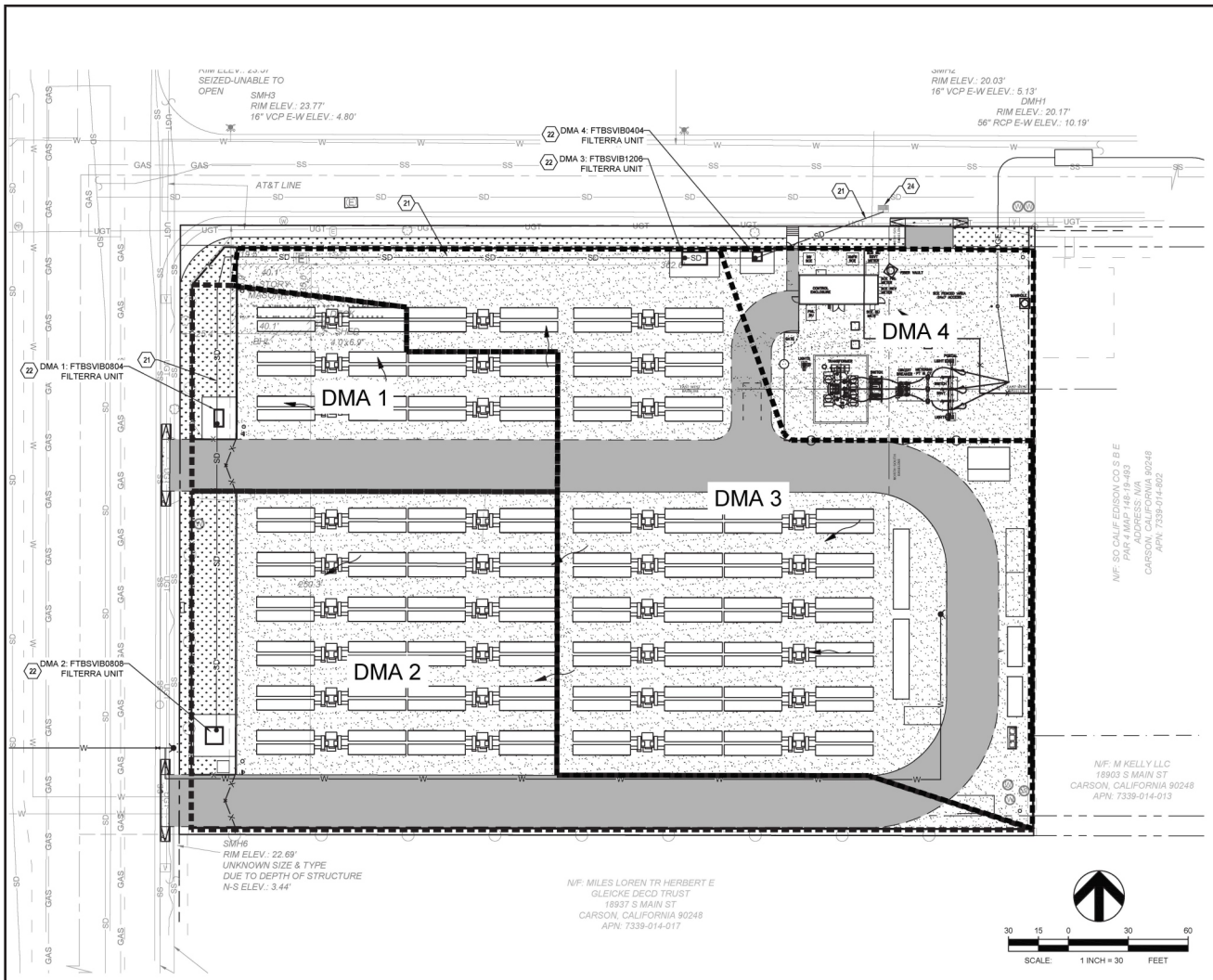
Permanent motion-sensitive, directional security lights would be installed to provide adequate illumination around the substation area and points of ingress and egress. Additional lighting would provide operations and maintenance personnel with illumination for both normal and emergency conditions. Lighting on-site would be designed to provide the minimum illumination needed to achieve safety and security objectives. Proposed lighting would be shielded and directed downward to minimize the potential for glare or spillover onto adjacent properties.

Stormwater Collection and Treatment

Stormwater treatment areas would be constructed along the northern and western boundaries of the project site (along South Broadway and West Griffith Street) to collect and treat all stormwater generated on the project site prior to discharge into the adjacent municipal stormwater system (Exhibit 7).

Landscaping

Landscaping would be installed on the project site and would require minor water during the project operation. Landscaping would be provided along the northern and western boundaries of the project site. A variety of trees would be planted such as marina strawberry tree (*Arbutus marina*), western redbud multi-trunk (*Cercis occidentalis*), and Australian willow (*Geijera parviflora*). Vine species would include gold rush bougainvillea, purple queen bougainvillea (*Bougainvillea* spp.), and western clematis (*Clematis ligusticifolia*). The streetscape shrub area includes sticks on fire pencil tree (*Euphorbia tirucalli*), California encelia (*Encelia californica*), compact strawberry tree (*Arbutus unedo*), and snow flurry blueblossom (*Ceanothus thyrisflorus*). Stormwater basin grass seed mix would be planted along the tree and shrub areas, including California fuchsia (*Epilobium canum latifolium*), deer grass (*Muhlenbergia rigens*), deerweed (*Acmispon glaber*), dotseed plantain (*Plantago erecta*), creeping wild rye (*Leymus triticoides*), and yellow monkeyflower (*Erythranthe guttata*). Lastly, Filterra shrubs, including foothill sedge (*Carex tumulicola*), western redbud multi-trunk, smoke tree (*Cotinus coggygria*), California gray rush (*Juncus patens*), twinberry (*lonicera involucrata*), and wild mock orange (*Philadelphus lewisii*), would be planted for water management. Exhibit 8 depicts the site plan and associated improvements.



DRAINAGE NOTES

21 STORM DRAIN PIPE, SIZE TBD.

22 STORMWATER BIOFILTRATION LID TREATMENT AREA. SEE DETAILS ON SHEET C5.1.

23 STORM DRAIN INLET.

24 TIE INTO (E) STORM DRAIN MANHOLE.

STORMWATER NOTES:

1. PRELIMINARY SIZING IS BASED ON THE LA COUNTY LOW IMPACT DEVELOPMENT (LID) STANDARDS MANUAL.
2. THE PROPOSED SITE IS LOCATED WITHIN THE URBAN FLOOD ZONE.
3. THIS ANALYSIS UTILIZES THE 85TH PERCENTILE STORM EVENT PER LID REQUIREMENTS. THIS DOES NOT CONSIDER HYDROMODIFICATION (ESTIMATED AT 1 ACRE OR MORE OF IMPERVIOUS DEVELOPMENT) FOR THE SITE.
4. PER THE GEOTECHNICAL ENGINEERING REPORT BY EARTH SYSTEMS PACIFIC (DATED FEBRUARY 29, 2024, REVISED APRIL 5, 2024) STORMWATER INFILTRATION IS NOT RECOMMENDED DUE TO DEBRIS LADEN FILLS, RELATIVELY SHALLOW GROUNDWATER AND POTENTIAL FOR CONTAMINATED SOILS.

LEGEND

DRAINAGE ROUTE

ABBREVIATIONS

DMA DRAINAGE MANAGEMENT AREA

IMPERVIOUS AREA

	DMA1	DMA 2	DMA 3	DMA 4
IMPERVIOUS (SF)	9,846	23,625	29,682	2,449
STORMWATER TREATMENT AREA (SF)	32	64	72	16
TOTAL AREA (SF)	15,880	36,345	58,200	11,660
FENCED AREA (SF)	15,880	36,345	58,200	11,660
% IMPERVIOUS	62	65	51	21

HYDROCALC OUTPUTS - HYDROLOGY

	DESIGN STORM	TOTAL AREA (ACRE)	PEAK INTENSITY (IN/HR)	RUNOFF COEFFICIENT	TC	PEAK FLOW RATE (CFS)	RUNOFF VOLUME (CU-FT)
PRE-	25-YEAR	2.99	3.20	0.90	5	8.02	45,606
POST-	25-YEAR	2.99	3.20	0.90	5	8.02	46,653
DELTA			-				1,047

HYDROCALC OUTPUTS - LID

	DESIGN STORM	FENCED AREA (ACRE)	PEAK INTENSITY (IN/HR)	RUNOFF COEFFICIENT	TC	PEAK FLOW RATE (CFS)	RUNOFF VOLUME (CU-FT)
DMA 1	85TH PERCENTILE	0.37	0.39	0.78	15	0.85	861
DMA 2	85TH PERCENTILE	0.83	0.34	0.78	20	0.18	2,047
DMA 3	85TH PERCENTILE	1.34	0.34	0.78	20	0.23	2,696
DMA 4	85TH PERCENTILE	0.27	0.44	0.78	12	0.03	285

Source: Coffman Engineers; Ormat, 09/18/2025.

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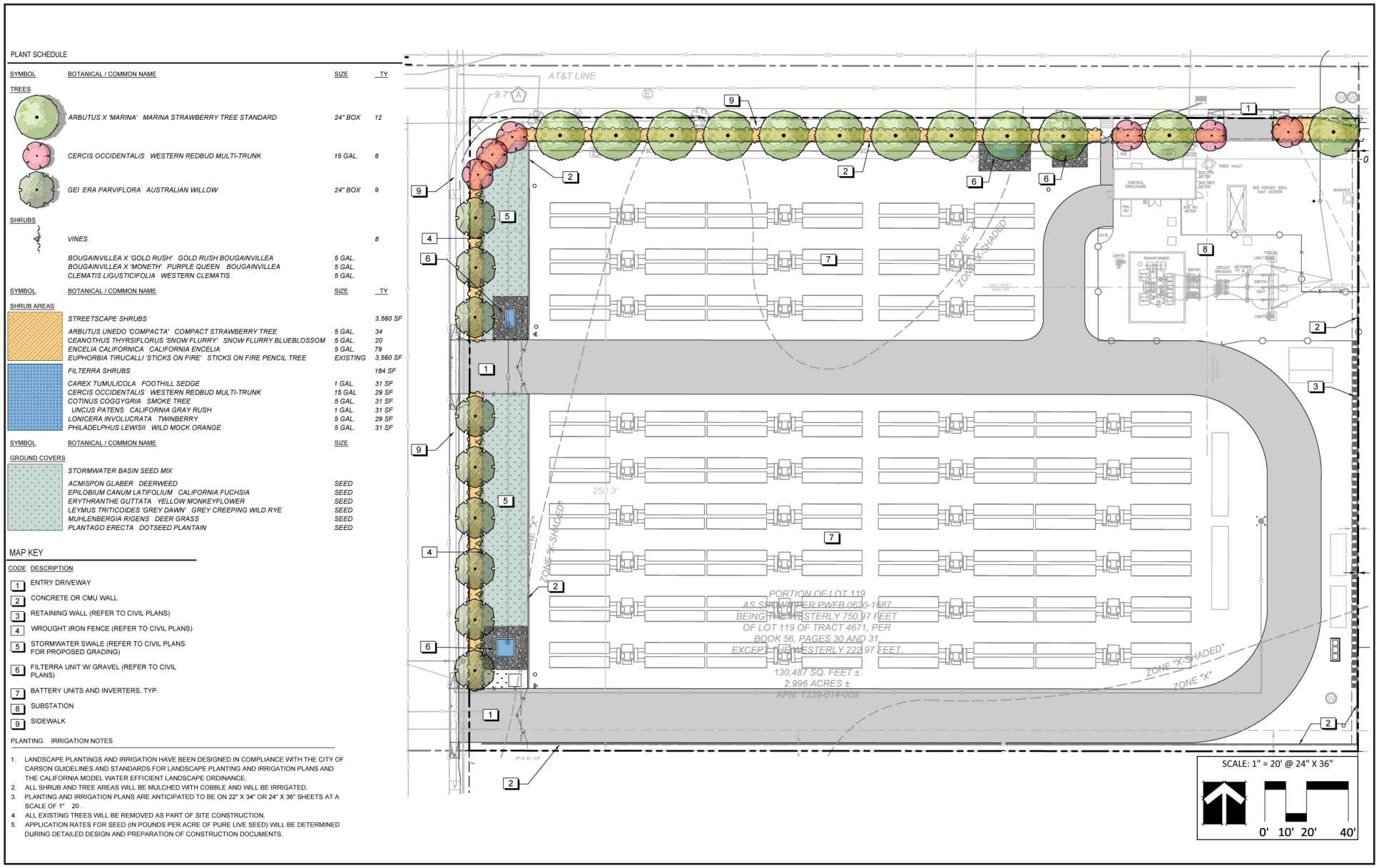
Exhibit 7
Stormwater Plan



Source: Dudek, 09/26/2025.

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Exhibit 8
Landscape Plan

Construction

The physical construction/site activities of the proposed project would last up to 10 months, not including commissioning. Construction activities for the proposed project would generally fall into the following main categories: (1) demolition; (2) site preparation; (3) system installation; and (4) testing, commissioning, and cleanup.

All existing structures within the project site would be demolished including a small building residing in the northwest portion of the site, and removal of several concrete soil bunkers scattered throughout the site. The on-site construction workforce is expected to peak at several dozen individuals; however, the average daily workforce on-site during construction would be one to two dozen individuals, comprising construction, supervisory, support, and construction management personnel.

The proposed project would be constructed by several specialized construction contractors. Construction would primarily occur during daylight hours, Monday through Saturday between 7:00 a.m. and 7:00 p.m., as required to meet the construction schedule. Any construction work performed outside the normal work schedule would be coordinated with the appropriate agencies and would comply with City regulations.

Potholing

Potholing is the method of safely and precisely locating underground utilities for identification prior to site excavation. Before installation of the proposed underground gen-tie and telecommunications lines, the proposed project would conduct potholing for fiber routes and gen-tie work directly east of the project site within and adjacent to West Griffith Street. The proposed project would install a total of six potholes:

- One pothole would be located within West Griffith Street. This pothole would require a 375-square-foot area of asphalt clearing, would have a 12-inch by 18-inch boring, and would be 12 feet deep. During this potholing, road detours would be necessary but no road closures would occur.
- Four potholes would be located within the utility interconnection structure (called a “meet me structure”) located on the median of West Griffith Street. This pothole would require a 36-square-foot area of asphalt clearing, would have a 12-inch by 18-inch boring and would be 10 feet deep.
- One pothole would be located on private property on the south side of West Griffith Street. No asphalt clearing would be required. The 12-inch by 18-inch boring would be 12 feet deep.

All potholes would be cut in a “Z” pattern. Backfilling would be conducted at all proposed pothole locations.

Operations and Maintenance Activities

Typical operations and maintenance activities that would occur on the project site during operation include, but are not limited to, liaison and remote monitoring administration and reporting; semi-annual

and annual services; remote operations of batteries, inverters, substation, and site security and management; additional communication protocols; and repair and maintenance of the BESS, electrical transmission lines, and other project facilities. The electrical equipment and security would be automated and monitored remotely.

The project site would mostly be unoccupied but would be visited periodically through the year for equipment inspections, monitoring and testing, and maintenance as needed. Periodically, batteries and various components would be replaced or renewed to ensure optimal performance.

CLASS 32 (INFILL DEVELOPMENT)

Among the classes of projects that are exempt from CEQA review are those that are specifically identified as urban infill development. CEQA Guidelines Section 15332 states that the term infill development (or the Class 32 exemption) is applicable to projects that meet the following conditions:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as applicable zoning designations and regulations.

(b) The proposed development occurs within the city limits, on a project site that is no more than 5 acres and surrounded by urban uses.

(c) The project site has no value as habitat for endangered, rare, or threatened species.

(d) Approval of the project would not result in any significant effects related to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

The analysis presented in the following section provides substantial evidence that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, as a Class 32 urban infill development, and would not have a significant effect on the environment.

EXCEPTIONS

Even if a project is ordinarily exempt under the potential categorical exemptions, CEQA Guidelines Section 15300.2 provides specific instances where exceptions to otherwise applicable exemptions apply. Exceptions to a categorical exemption apply in the following circumstances, effectively nullifying a CEQA categorical exemption:

(a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its impact on the environment may, in a particularly sensitive environment, be significant. Therefore, these classes are considered to apply in all instances, except when the project may affect an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, State, or local agencies.

(b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type and in the same place over time is significant.

(c) **Significant Effect.** A categorical exemption shall not be used for an activity when there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) **Scenic Highways.** A categorical exemption shall not be used for a project that may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway that has been officially designated as a State Scenic Highway. This does not apply to improvements that are required as mitigation by an adopted negative declaration or certified Environmental Impact Report (EIR).

(e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site that is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) **Historical Resources.** A categorical exemption shall not be used for a project that may cause a substantial adverse change in the significance of a historical resource.

The analysis contained within this memorandum presents substantial evidence that there are no exceptions that apply to the project or its site, that the proposed project would not have a significant effect on the environment, and that the Class 32 exemption remains applicable.

15061(B)(3) EXEMPTION

CEQA applies only to projects that have the potential to cause a significant effect on the environment. Under the exemption established in Sate CEQA Guidelines Section 15061(b)(3), a lead agency may find a project exempt from CEQA if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." This exemption is based on the idea that CEQA applies jurisdictionally only to activities that have the potential for causing environmental effects. See *No Oil, Inc. v City of Los Angeles* (1974) 13 C3d 68.

The analysis contained within this memorandum presents substantial evidence that the project has no potential to cause significant environmental impacts.

CEQA EXEMPTION CHECKLIST

Introduction

The following analysis provides substantial evidence to support a conclusion that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332 as a Class 32 urban infill development and would not have a significant effect on the environment.

Criteria Section 15332(a): General Plan and Zoning Consistency

	Yes	No
The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.	☒	☐

The General Plan Land Use Map designates the project site "Heavy Industrial."[2] The City's Zoning Ordinance zones the project site "Manufacturing Heavy–Design Overlay (MH-D)."[3] The proposed project's land use activities are industrial in nature, which is consistent with the City's General Plan policies and applicable Zoning designations and regulations. As required by CMC 9141.1, the project requires approval of a Conditional Use Permit (CUP) because of the presence of hazardous materials on the project site.[4]

Criteria Section 15332(b): Project Location, Size, and Context

	Yes	No
The project occurs within city limits on the project site of no more than 5 acres substantially surrounded by urban uses.	☒	☐

The project site is approximately 3-acres in size and is located on the southeast corner of South Broadway and West Griffith Street, entirely within the limits of the City of Carson (City), in Los Angeles County, California (Exhibits 1 and 2). The project site is currently developed with an existing industrial/topsoil supplier operation. Surrounding land uses include existing industrial uses to the north, east, south, and west. The SCE Nola Substation is located directly adjacent to the site to the east and the Kaiser Permanente Carson Medical Offices are located to the northwest. Residential uses are located approximately 395 feet to the east, across South Main Street. As such, the project site is located in a fully-developed area within the City and is substantially surrounded by urban uses.

Criteria Section 15332(c): Endangered, Rare, or Threatened Species

	Yes	No
The project site has no value as habitat for endangered, rare, or threatened species.	☒	☐

The project site consists of a disturbed, developed area with an existing industrial/topsoil supplier operation. The site is surrounded by existing industrial uses to the north, east, south, and west. It is enclosed by a metal fence and gate along the western boundary, a wooden wall along the northern boundary, and chain-link fence along the eastern and southern boundaries.

A review of existing databases determined that a total of 49 special-status plant species have previously been recorded within 10 miles of the project site or within the nine-quadrangle search area that encompasses the project site (Appendix A). The potential for occurrence of a species was based on

[2] City of Carson. 2023. City of Carson General Plan Land Use Map. Website: https://www.dropbox.com/s/f5l4w3ic9tazp1r/Land%20Use%20Map_032923.pdf?e=1&dl=0. Accessed March 6, 2024.
[3] City of Carson. 2017. City of Carson Zoning Map. Website: https://gis.carson.ca.us/pdfs/mapgallery/Zoning_11x17.pdf. Accessed November 27, 2023.
[4] City of Carson. 2022. Carson Municipal Code Section 9141.1. See also Protect Tustin Ranch v. City of Tustin (2021) 70 Cal.App.5th 951 (Appeal court holding City properly applied Class 32 exemption for project requiring CUP).

presence of suitable habitats, soil types, and recency, proximity, and number of occurrences recorded in the California Native Plant Society's (CNPS) Inventory of Rare Plants (CNPS Inventory) and California Natural Diversity Database (CNDDB). [5,6,7] Based on active surface disturbances occurring throughout the project site, as well as its situation as a small, isolated patch of developed land in an urbanized area, and the presence of non-native, invasive, annual plant species, the likelihood for the potential for persistence and occurrence of populations of many special-status plant species is lowered. Because of the urban/developed nature of the project site and lack of suitable habitat, all special-status plants that occur in the region were assessed as having no potential for occurrence (Appendix A, Table 1). Thus, special-status plants are not expected to occur on the project site and are not discussed further.

There are CNDDB records for 41 special-status wildlife species within 10 miles of the project site or as identified in the United States Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) review.[8,9,10] Because of the urban/developed nature of the project site, all special-status wildlife species that occur in the region were assessed as having no potential for occurrence (Appendix A, Table 2). Thus, special-status wildlife are not expected to occur on the project site and are not discussed further.

Migratory and Nesting Birds

The urban/developed character of the project site, as well as active disturbances likely prevents native bird species from nesting on the project site. Trees adjacent to and within 500 feet of the project site could provide suitable nesting habitat for various other native avian species, including those protected under the Migratory Bird Treaty Act (MBTA) and Fish and Game Code. These species include northern mockingbird (*Mimus polyglottos*), mourning dove (*Zenaida macroura*), and house finch (*Haemorhous mexicanus*), among others.

Potential direct and indirect impacts could occur to resident and migratory species during project construction, which would render the project site temporarily unsuitable for birds because of the noise, vibrations, and increased activity levels associated with various construction activities. These activities could potentially subject birds to risk of death or injury, and they would likely avoid using the area until such construction activities have dissipated or ceased. Relocation, in turn, could cause hunger or stress among individual birds by displacing them into adjacent territories belonging to other individuals.

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5 California Native Plant Society (CNPS). 2023. California Native Plant Society Rare and Endangered Plant Inventory. Website: http://www.rareplants.cnps.org/. Accessed September 26, 2023.

6 California Department of Fish and Wildlife (CDFW). 2023. CNDDB RareFind 5 California Natural Diversity Database Query for Special-Status Species. Website: https://map.dfg.ca.gov/rarefind/view/RareFind.aspx. Accessed September 26, 2023.

7 California Department of Fish and Wildlife (CDFW). 2023. Biogeographic Information and Observation System (BIOS 6). Website: https://map.dfg.ca.gov/bios/. Accessed September 26, 2023.

8 California Department of Fish and Wildlife (CDFW). 2023. CNDDB RareFind 5 California Natural Diversity Database Query for Special-Status Species. Website: https://map.dfg.ca.gov/rarefind/view/RareFind.aspx. Accessed September 26, 2023.

9 California Department of Fish and Wildlife (CDFW). 2023. Biogeographic Information and Observation System (BIOS 6). Website: https://map.dfg.ca.gov/bios/. Accessed September 26, 2023.

10 United States Fish and Wildlife Service (USFWS). 2023. Information for Planning and Consultation (IPaC). Website: https://ecos.fws.gov/ipac/. Accessed September 26, 2023.

Construction activities that occur during the nesting season (generally February 1 to August 31) could disturb nesting sites for birds protected by the MBTA and Fish and Game Code. The MBTA and California Fish and Game Code protect native, migratory birds that may reside on or adjacent to the project site during construction and makes it unlawful at any time, by any means or in any manner, to pursue, hunt, take, capture, or kill migratory birds and prohibits the removal of nests occupied by migratory birds. The proposed project would be required to comply with the MBTA and the California Fish and Game Codes to avoid construction-related impacts to nesting birds and their nests. Project compliance with the MBTA would ensure potential impacts to migratory and nesting birds are less than significant under CEQA.

Regulated Trees

The City manages all aspects of parkway trees to preserve aesthetics and maintain the natural environment of the community. Article III, Public Safety, Chapter 9, City Tree Preservation and Protection, of the Carson Municipal Code outlines all the management practices of the City, Best Management Practices (BMPs) for contractors, and penalties for violations of the Carson Municipal Code.[11] No one is allowed to work on a parkway tree in the City without obtaining a permit first and must follow the guidelines discussed in the Carson Municipal Code.

Multiple ornamental trees that are located along the western and northern boundaries of the project site, along South Broadway and West Griffith Street respectively, would be removed by the project. These trees are not considered regulated parkway trees because they are planted along a public street and would be managed by the City's Public Works Division. The Public Works Division allows tree removal if existing publicly owned trees impede improvements, including foundations, driveway, and sidewalks.[12] Thus, the proposed project would not remove or affect any trees that are regulated trees under the City Tree Preservation and Protection Ordinance.

Criteria Section 15332(d): Traffic

	Yes	No
Approval of the project would not result in any significant effects related to traffic.	☒	☐

The proposed project would result in the redevelopment of the approximately 3-acre project site with a BESS and associated infrastructure. The project site would be accessed from existing project driveways off South Broadway. It is anticipated that the construction workforce would commute to the site each day from local communities and report to the designated construction staging yards prior to the beginning of each workday.

Although there would be no road closures during project construction, off-site improvements may require a temporary detour to guide and divert traffic. However, the proposed project would comply with City regulations for minimizing traffic impacts during off-site improvements, including Municipal

[11] City of Carson. 2023. Carson Municipal Code Chapter 9: City Tree Preservation and Protection. Website: https://www.codepublishing.com/CA/Carson/html/Carson03/Carson030900.html. Accessed January 2, 2024.
[12] City of Carson. 2023. City of Carson Municipal Code 3924. Website: https://www.codepublishing.com/CA/Carson/html/Carson03/Carson030900.html#3924. Accessed January 11, 2024.

Code Sections 3230 through 3242 regulating the use of traffic control devices, speed zones, and signs and markings in the event of temporary lane closures. These improvements would be conducted under the oversight of the City Traffic Engineer during project construction per Municipal Code Section 3203, therefore minimizing project impacts on surrounding traffic.

The project site would mostly be unoccupied but would be maintained periodically throughout the year for equipment inspections, monitoring and testing, and maintenance as needed. Thus, the proposed project would not be expected to result in substantial net increase in trip generation that would result in significant impacts on traffic operations.

Criteria Section 15332(d): Noise	Yes	No
Approval of the project would not result in any significant effects related to noise.	☒	☐

The following analysis is based, in part, on the construction and operational noise analyses memorandum prepared by Dudek, dated October 5, 2025.[13] The Dudek analysis demonstrates that the proposed project would be consistent with the City Noise Ordinance and the General Plan Noise Element and, as a result, would not expose any noise-sensitive receptors to substantial noise increases from construction or operations.[14,15] Therefore, the proposed project would not result in any significant impacts related to noise. Dudek's memorandum is included in Appendix B for reference. Their findings are summarized below.

Construction Noise

Dudek evaluated the potential for the proposed project's on-site construction and off-site potholing to result in substantial noise increases in excess of City standards at surrounding noise-sensitive receptors. The nearest noise-sensitive receptors identified were residential land uses located along Main Street to the east. These noise-sensitive receptors are located approximately 395 feet to 720 feet from the project site and 250 feet from the nearest proposed potholing location. Dudek's noise modeling demonstrates that, based on the distances and equipment types, the maximum calculated hourly equivalent sound level (L_{eq}) at the nearest receptor is approximately 64 A-weighted decibels (dBA) from on-site construction and 63.5 dBA L_{eq} from the off-site potholing. Therefore, the proposed project's construction noise levels would not exceed the City's 65 dBA L_{eq} noise limit for construction noise affecting single-family residential homes. This is the applicable limit for extended construction activities that occur during daytime hours, as established by Carson Municipal Code Section 5502(b). Construction activities would not occur on Sunday or legal holidays, or during nighttime hours. Therefore, construction would not result in a substantial noise increase in excess of applicable standards.

[13] Dudek. 2025. Griffith Energy Storage Project–Operational Noise Analysis and Construction Noise Study. October 5.
[14] City of Carson. 2021. City of Carson Municipal Code; Chapter 5: Noise Control Ordinance. Website: https://www.codepublishing.com/CA/Carson/html/Carson05/Carson050500.html. Accessed November 5, 2025.
[15] City of Carson. 2023. Chapter 9 in Carson General Plan 2040. Adopted April. Website: https://www.dropbox.com/s/q923ahszefj24h8/9%20Noise.pdf?dl=0. Accessed November5, 2025.

Operational Noise

Dudek also evaluated the potential for the proposed project's operational components (e.g., battery energy storage enclosures, inverters, and a substation transformer) to result in substantial noise increases in excess of City standards. Dudek's analysis, which modeled the three-dimensional (3D) outdoor sound propagation associated with these noise-generating features, demonstrates that the predicted aggregate sound emission from an hour-long period of all operating battery energy storage enclosures, inverters, and the collector substation transformer could be as high as 44.5 dBA L_{eq} at the project site boundary line. [16] Therefore, reasonable worst-case projected operational noise levels would not result in exceedances of the City's most stringent 45 dBA L_{eq} noise limit for stationary sources, which is established by the City's latest 2040 General Plan Noise Element. Likewise, operational noise levels would not exceed other less-stringent standards and regulations established by the 2040 General Plan Noise Element (e.g., 70 dBA Community Noise Equivalent Level [CNEL] "normally acceptable" standard for industrial uses, 60 dBA CNEL "normally acceptable" standard for low-density residential uses, etc.) and Carson Municipal Code (e.g., minimum 50 dB daytime and 45 dB nighttime standards). As a result, operations of the proposed project would not expose surrounding land uses and noise-sensitive residential receptors to substantial noise increases.

Criteria Section 15332(d): Air Quality

	Yes	No
Approval of the project would not result in any significant effects related to air quality.	☒	☐

The project site is located within South Coast Air Basin (SoCAB) and is under the jurisdiction of South Coast Air Quality Management District (SCAQMD). While the final determination of whether a project is significant is within the purview of the Lead Agency pursuant to Section 15064(b) of the CEQA Guidelines, the SCAQMD recommends that its quantitative air pollution thresholds be used to determine the significance of project emissions. The SCAQMD has developed regional and localized significance thresholds to evaluate construction and operational emissions within its jurisdiction to address the CEQA Guidelines. These significance thresholds were set at a level that protects public health with an adequate margin of safety and are considered conservative. Thus, they would overstate an individual project's contribution related to air quality and health risks.

Appendix G of the State CEQA Guidelines also provides considerations for determining the significance of a project's impacts, in the form of the following initial study checklist questions:

Impact AQ-1 Conflict with or obstruct implementation of the applicable air quality plan?

[16] Note that the operational equipment reference noise levels used for the project noise study are based upon project-specific information provided by the currently proposed battery vendor, Tesla Energy, via email on April 18, 2024, by Wanning Lyu, Tesla Energy Staff Engineer.

Impact AQ-2 Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard?

Impact AQ-3 Expose sensitive receptors to substantial pollutant concentrations?

Impact AQ-4 Result in other emissions (such as those leading to odors or) adversely affecting a substantial number of people?

Pollutants emitted into the ambient air by stationary and mobile sources are regulated by federal and State law and standards are detailed in the SoCAB Air Quality Management Plan (AQMP). Air pollutants for which Ambient Air Quality Standards (AAQS) have been developed are known as criteria air pollutants, including ozone (O_3), carbon monoxide (CO), volatile organic compounds (VOC), nitrogen oxides (NO_X), sulfur dioxide, coarse inhalable particulate matter (PM_{10}), fine inhalable particulate matter ($PM_{2.5}$), and lead. VOC and NO_X are criteria pollutant precursors and go on to form secondary criteria pollutants, such as O_3, through chemical and photochemical reactions in the atmosphere. Air basins are classified as attainment/nonattainment areas for particular pollutants depending on whether they meet AAQS for that pollutant. Based on the SoCAB AQMP, the SoCAB is designated nonattainment for O_3, $PM_{2.5}$, PM_{10}, and lead (Los Angeles County only) under the California and National AAQS and nonattainment for NO_2 under the California AAQS. The SCAQMD established regional and localized thresholds of significance to represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable California and National AAQS.

According to the SCAQMD, the project is consistent with the AQMP if the project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP.

The proposed project would be constructed under the policies and requirements of the General Plan, which contains numerous measures addressing Air Quality within its Community Health and Environmental Justice Element (under Guiding Policies CHE-G-2, CHE-G-3, CHE-P-4 through to CHE-P-8), and its Open Space and Environmental Conservation Element (under Guiding Policies OSEC-G-17 through to OSEC-G-22). The programmatic EIR (certified April 10, 2023; State Clearinghouse No. 2001091120) developed for the 2040 General Plan Update did not identify project-specific significance determinations for Impact AQ-2 and Impact AQ-3 on an individual project basis, given the inability to project construction parameters, duration, and intensity for future projects accurately. Therefore, project-specific potential impacts are addressed in the analysis below, along with a summary of the findings contained within the certified General Plan EIR and any relevant mitigation measures from the General Plan EIR. As discussed below, all potential impacts would be fully addressed by General Plan policies and/or mitigation requirements that would be applicable to the proposed project.

Impact AQ-1: Consistency with Air Quality Plan

As described above, the proposed project would include the installation of lithium-ion batteries in racks within prefabricated outdoor enclosures; inverters; medium-voltage transformers; switchgear; a collector substation; and other associated equipment. The proposed installation would provide a charging service to the SCE transmission system. As such, the proposed facilities and land use would be consistent with the project site's Heavy Industrial land use designation and MH-D zoning designation and would not require a General Plan or land use amendment. Thus, development of the proposed project at the project site was accounted for by local and regional land use planning strategies, including the SCAQMD 2022 AQMP. Criteria pollutant and precursor emissions associated with the proposed project's influence on regional population growth have also therefore been accounted for by the AQMP.

As demonstrated below in Impact AQ-2, construction of the proposed project would be below the SCAQMD's localized and regional thresholds of significance. Therefore, General Plan EIR mitigation measures MM AQ-1 through MM AQ-5, and MM AQ-8 would not be applicable to the proposed project, and the proposed project would comply with General Plan EIR MM AQ-6 and MM AQ-7 through the submittal of this air quality analysis to the City, pending City approval. Because operation of the proposed project does not involve population or employment growth, determining consistency with the 2022 AQMP involves assessing whether applicable control measures contained in the 2022 AQMP are implemented and whether implementation of the proposed project would disrupt or hinder implementation of Air Quality Plan control measures. The proposed project would comply with all applicable Air Quality Plan (AQP) control measures through compliance with SCAQMD's Rule 403 which requires that projects implement the best available dust control measures during construction. Additionally, the proposed project would not include any special features that would disrupt or hinder implementation of the AQMP control measures during construction and operation. Furthermore, the proposed project would be consistent with the conclusions in the General Plan EIR relating to air quality.

Impact AQ-2: Project Cumulatively Considerable Net Increase of Any Criteria Pollutants

This impact evaluates whether an individual proposed project would cause construction-generated criteria air pollutant or precursor emissions to exceed SCAQMD's recommended mass emission thresholds.

As described above, the SCAQMD has developed regional thresholds of significance that address the potential for project construction or operation to result in potentially significant air quality impacts. The regional thresholds of significance provide lead agencies and project applicants with a conservative indication of whether a proposed project could result in potentially significant air quality impacts. If all the screening criteria are met by a proposed project, then a detailed air quality assessment is not

necessary to demonstrate that air quality impacts would be less than significant.[17] Regional thresholds of significance were last updated in March 2023.[18]

Table 1 summarizes the predicted emissions from the construction of the proposed BESS compared to the SCAQMD regional emission thresholds.

In accordance with General Plan Guiding Policy OSEC-P-35, the proposed project would be required to implement SCAQMD BMPs for fugitive dust control during construction activities in accordance with SCAQMD Rule 403. Compliance with these BMPs was assumed in the modeling conducted for the project analysis, as described below. The results demonstrate that, with implementation of these BMPs project emissions would not exceed regional or local significance thresholds.

Modeling of the construction activities using California Emissions Estimator Model (CalEEMod) incorporating BMPs as per Rule 403 predicts emissions levels of PM_{10} and $PM_{2.5}$ below SCAQMD thresholds. Since the proposed project does include increased local traffic trips from material delivery and construction workers, vehicle emissions were included with a worker trip length of 18.5 miles, a vendor trip length of 10.2 miles, and a haul trip length of 20 miles. The modeling was performed assuming construction would start in the summer of 2024; however, if construction is delayed and occurs later than assumed, emissions would likely decrease due to improvements in technology and compliance with more stringent regulatory requirements.

Table 1: Regional Construction Emissions by Construction Activity

Construction Activity	Regional Pollutant Emissions (pounds per day)					
	VOC	NO_X	CO	SO_X	PM_{10} (Total)	$PM_{2.5}$ (Total)
Demolition Plus Site Grading (2024)	3.63	32.77	37.05	0.05	5.11	2.87
Site Grading (2024)	1.89	16.92	18.71	0.02	3.94	2.14
Foundations Plus Construction (2024)	3.01	25.69	30.27	0.04	5.24	2.70
Construction (2024)	1.21	8.78	12.26	0.02	1.17	0.54
Construction (2025)	1.14	8.15	12.52	0.02	1.12	0.49
Construction Plus Paving (2025)	1.98	15.37	23.20	0.03	2.01	0.91
Maximum Daily Emissions	*3.63*	*32.77*	*37.05*	*0.05*	*5.24*	*2.87*
SCAQMD Significance Threshold	**75**	**100**	**550**	**150**	**150**	**55**
Exceed Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

[17] South Coast Air Quality Management District (SCAQMD). 1993. CEQA Handbook. Available at SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765.

[18] South Coast Air Quality Management District (SCAQMD). 2023. Air Quality Analysis Handbook. Website: http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook. Accessed December 11, 2023.

Construction Activity	Regional Pollutant Emissions (pounds per day)					
	VOC	NO_X	CO	SO_X	PM_{10} (Total)	$PM_{2.5}$ (Total)
Notes: CO = carbon monoxide NO_X = nitrogen oxides PM_{10} = particulate matter less than 10 microns in diameter $PM_{2.5}$ = particulate matter less than 2.5 microns in diameter SCAQMD = South Coast Air Quality Management District SO_X = sulfur oxide Source: CalEEMod Output (Appendix C).						

Conservative modeling shows that emissions from the buildout of the proposed project would not exceed SCAQMD thresholds for construction-related criteria pollutant and precursors. Pollutant emissions were estimated using CalEEMod Version 2022.1. Detailed modeling assumptions and methodology are contained in Appendix C. As shown in Table 1, construction of the proposed project would not generate construction-related criteria pollutant or precursor emissions in excess of SCAQMD thresholds of significance.

In addition, the operation of the proposed project would be limited to the continuous operation of the battery energy storage facility and would not have any employees on-site and only produce infrequent maintenance trips. As such, operation of the proposed project would not generate significant ongoing vehicle trips that would lead to an exceedance of any regional or localized thresholds, Therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant, and this impact would be less than significant.

Impact AQ-3: Expose Sensitive Receptors to Substantial Pollutant Concentrations

Criteria Pollutant Exposure

The SCAQMD has developed localized significance thresholds (LSTs) in addition to the regional thresholds to serve as a screening method for identifying localized impacts of criteria pollutants. The LST methodology was developed to analyze localized impacts associated with project-level development. The LSTs depend on the location of the project, overall size of the project site, and distance of existing sensitive receptors from the project site. The SCAQMD has developed LSTs for projects that are 5 acres or less in size.

Modeling of construction emissions was conducted using CalEEMod Version 2022.1. Compliance with SCAQMD Rule 403, which requires best practices for fugitive dust control, is included in construction emission estimates. The SCAQMD's localized assessment methodology specifically limits emissions considered to those generated from on-site activities. The conceptual construction schedule includes overlapping construction activities and these are accounted for in the LST analysis. The proposed project

is located within Source Receptor Area (SRA) 4, South Coastal Los Angeles County,[19] and the nearest sensitive receptors are single-family residences located to the southeast (along Milmore Avenue) approximately 115 meters (375 feet) southeast of the project site. The total area of disturbance/construction at any one time would be approximately two acres. Therefore, for conservative analysis purposes, the selected LSTs are for a 2-acre site in SRA 4 with receptors within 100 meters. Further modeling assumptions and details can be found in Appendix C along with modeling outputs. Results of the LST analysis are shown in Table 2 below.

Table 2: Construction Localized Significance Analysis

Emission Source	Pollutants (Maximum Pounds per Day)			
	NO_X	CO	PM_{10} (Total)	$PM_{2.5}$ (Total)
Demolition Plus Site Grading (2024)	32.31	32.46	4.29	2.68
Site Grading (2024)	16.73	16.43	3.53	2.05
Foundations Plus Construction (2024)	32.61	23.85	3.89	2.37
Construction (2024)	8.44	8.44	0.38	0.35
Construction (2025)	7.86	8.35	0.34	0.31
Construction Plus Paving (2025)	13.99	16.56	0.61	0.56
Daily Maximum Emissions (On-Site)	*32.61*	*32.46*	*4.29*	*2.68*
SCAQMD Localized Significance Thresholds SRA 4, 2-acre site, within 100 meters	**87**	**1,611**	**37**	**13**
Emissions Exceed Thresholds?	**No**	**No**	**No**	**No**

Notes:
CO = carbon monoxide
NO_X = nitrogen oxides
PM_{10} = particulate matter less than 10 microns in diameter
$PM_{2.5}$ = particulate matter less than 2.5 microns in diameter
SCAQMD = South Coast Air Quality Management District
SRA = Source Receptor Area
Source of Table: CalEEMod Output (Appendix C).

As shown above, the proposed project's construction emissions would not exceed any LSTs for localized criteria pollutants. Additionally, as noted under Impact AQ-2, the proposed project would not generate significant, consistent, ongoing operational vehicle trips that would lead to an exceedance of any regional mass emission thresholds.

[19] South Coast Air Quality Management District (SCAQMD). 2009. Final Localized Significance Threshold Methodology. October 21.

Toxic Air Contaminant Exposure

The primary toxic air contaminant (TAC) that would be generated by construction of the proposed project is diesel particulate matter (DPM), which would be released from the exhaust of diesel-powered construction vehicles and equipment. A number of factors demonstrate that health risks from the proposed project's construction-related DPM emissions would be below SCAQMD TAC thresholds and accordingly less than significant. First, health risks from carcinogenic air toxics such as DPM are quantified in terms of individual cancer risk, which is the likelihood that a person exposed to concentrations of TACs over a 30-year period will contract cancer based on standard risk-assessment methodology. However, the anticipated duration of construction activities associated with the proposed project is approximately one year. Given the temporary nature of construction, the scale of construction proposed, and demonstration that PM2.5 emissions are below SCAQMD LST thresholds, construction of the proposed project would have less than significant health risk impacts.

Impact AQ-4: Result in Other Emissions, Such as Odors

The proposed project would not be a source of other emissions, such as those leading to odors, during operations. During construction, a limited number of diesel engines would be operating on the project site for limited durations. Diesel exhaust and organic compounds (VOCs) from these diesel engines would be emitted during construction of the proposed project, which are objectionable to some; however, emissions would disperse rapidly from the project site, and diesel exhaust odors would be consistent with existing vehicle odors in the area.

As discussed under Impact AQ-1, the proposed project would be required to comply with SCAQMD Rule 403, which would require new construction to include BMPs to minimize dust. Furthermore, the proposed project would also be required to comply with SCAQMD Rule 402, which prohibits emissions of nuisance air contaminants or odorous compounds. Given compliance with both SCAQMD Rules, odor impacts from construction would be less than significant.

Criteria Section 15332(d): Water Quality

	Yes	No
Approval of the project would not result in any significant effects related to water quality.	☒	☐

The proposed project would result in the redevelopment of an approximately 3-acre project site with a BESS and associated infrastructure. Stormwater flows would be directed into proposed treatment areas along the northern and western boundaries of the project site (along South Broadway Street and West Griffith Street). Grading for the project will ensure that all stormwater flows are collected and treated in these areas prior to being discharged into the adjacent municipal stormwater system (Exhibit 7). Accordingly, stormwaters would not be released into the Domiguez Channel without proper treatment and permits. Thus, it would not be expected to result in a significant effect related to water quality.

Criteria Section 15332(e): Utilities and Public Services	Yes	No
The site can be adequately served by all required utilities and public services.	☒	☐

Fire Protection

The LACFD provides fire protection and emergency medical services to the project site, as well as urban search and rescue, air operations, and response to hazardous material release incidents. The project site is part of Division 1 of the LACFD, which includes five fire stations staffed by 40 members stationed in the City.[20] The nearest fire station is Fire Station 116, located at 18800 South Broadway, which is 1.3 miles east of the project site.

As identified in Chapter 1 Section 3100 of the Municipal Code, the City has adopted the Los Angeles County Title 32 Code, an amended California Fire Code (California Code of Regulations [CCR] Title 24, Part 9). The Fire Code contains regulations related to construction, maintenance and design of buildings and land uses. The proposed project would be required to adhere to all Fire Code requirements.

As mentioned previously under Section 15332(d) Traffic, although the proposed project would not result in road closures during construction, off-site improvements may require a temporary detour, which could impact emergency access in the area. However, the proposed project would comply with existing City requirements for minimizing traffic impacts when conducting off-site improvements, including those for the use of traffic control devices, speed zones, and signs and markings, per Municipal Code Sections 3230 through 3242. These improvements, which would be conducted under the oversight of the City Traffic Engineer per Municipal Code Section 3203, would ensure fire response times are not impacted in the event of temporary lane closures.

The design of the proposed BESS facility would comply with the NFPA 855 Code, which dictates specific fire access, protection, and suppression requirements to ensure the safe operation of the facility. Additionally, the BESS would be certified by UL and would include built-in failsafe and cooling systems designed to prevent thermal runway and the spread of fire. The LACFD would require site plan review and approval to ensure the proposed project meets NFPA 855 Code. Thus, the proposed project would not be expected to result in a substantial increase in demand for fire protection.

Police Protection

Police services in the City are provided by the Los Angeles County Sheriff's Department (LASD). The Carson Station of the LASD is headquartered at 21356 South Avalon, which is 2.3 miles southeast of the project site. The Carson Station provides a full range of police services with 184 sworn officers and 39 professional staff, responding to almost 37,600 calls for service in the 2020 calendar year.[21]

[20] City of Carson. 2023. Carson 2040 General Plan, Section 7.2, Public Safety Services.
[21] Ibid.

As previously mentioned, the proposed project would not result in road closures during construction, but may require a temporary detour for off-site improvements, which would impact emergency access in the area. However, compliance with City Municipal Code Sections 3203 and Sections 3230 through 3242 would ensure police response times are not impacted. Although the City does not have its own police force, changes in facilities or staffing are determined based on the contract between the City and LASD. The General Plan supports coordinating with the County to ensure that the City has adequate police service for a safe and healthy community. Additionally, the Public Safety Services Center is an extension of the City of Carson Public Safety Department and the Sheriff's Department Community Relations Office. It is designed to promote crime prevention awareness and increase service accessibility to the community, plus provide additional neighborhood and personal safety, crime prevention, and disaster preparedness services through the Community Emergency Response Team (CERT). Furthermore, the General Plan supports Crime Prevention Through Environmental Design (CPTED) to help prevent crime and improve the quality of life. CPTED elements include locating windows to overlook sidewalks and parking lots, increasing pedestrian and bicycle traffic, and selectively installing fencing, landscaping, or lighting to control access.[22]

A perimeter wall would be installed around the project site for safety and security purposes. Security cameras would be placed on-site and monitored 7 days a week and 24 hours per day. Thus, the proposed project would not be expected to result in a substantial increase in demand for police protection.

Water

The proposed project would connect to existing water lines in South Broadway, and the City has confirmed that the existing lines have adequate capacity to serve the proposed project. Because of the nature of the proposed project, minimal amounts of water would be required during construction and operation. Landscaping would be installed on the project site and would require minor water usage during the project operation. Thus, the proposed project would not be expected to result in a substantial increase in potable water consumption.

Wastewater

Because of the nature of the proposed project, no wastewater would be generated during construction and operation. Thus, the proposed project would not result in a substantial increase in wastewater generation.

Telecommunications

The proposed project would conduct off-site improvements, including the installation of gen-ties and fiber-optic lines through potholing at six locations within or directly adjacent to West Griffith Street. Each route for the fiber-optic paths would install their own 4-foot by 4-foot manhole. The proposed improvements would facilitate telecommunications improvements for the proposed project by

[22] City of Carson. 2023. Carson 2040 General Plan, Section 7.2, Public Safety Services.

identifying the presence of existing utility lines for connections within the existing grid. The installation of these telecommunications facilities is not expected to result in utility disruption.

Solid Waste

Because of the nature of the proposed project, minimal amounts of solid waste would be generated during construction and operation. The proposed project would produce a small amount of waste associated with maintenance activities, which would include broken and rusted metal, defective or malfunctioning electrical materials, empty containers, and other miscellaneous solid waste, including the typical refuse generated by workers. Most of these materials would be collected and delivered back to the manufacturer or to recyclers. Non-recyclable waste would be placed in covered dumpsters and removed on a regular basis by a certified waste-handling contractor for disposal at a landfill. Hazardous materials such as fuels and lubricants used during operation would be subject to the spill prevention control and countermeasures plan to be prepared for the project. Solid waste, if generated during operations, would be subject to the material disposal and solid waste management plan to be prepared for the proposed project.

At the end of the project's operational term, decommissioning would include removal of project components including batteries, battery enclosures, inverters, transformers, substation steel bus work and structures, and electrical wiring from the project site. All decommissioning activities would adhere to the requirements of the appropriate governing authorities and would be in accordance with all applicable federal, State, and City regulations. Collection and recycling programs would be implemented to minimize disposal in landfills. Equipment will be de-energized prior to removal, salvaged when possible, placed in appropriate shipping containers, and secured in a truck transport trailer for shipment off-site to be recycled or disposed of at a licensed disposal facility. Demolition debris and removed equipment may be cut and dismantled into pieces that can be safely transported. The area will be thoroughly cleaned, and all debris will be removed. Thus, the proposed project would not be expected to result in a substantial increase in solid waste generation.

EXCEPTIONS TO CATEGORICAL EXEMPTIONS CHECKLIST

In addition to investigating the applicability of CEQA Guidelines Section 15332 (Class 32), this CEQA document also assesses whether any of the exceptions to qualifying for the Class 32 categorical exemption for an Infill Project are present. The following analysis compares the criteria of CEQA Guidelines Section 15300.2 (Exceptions) to the proposed project.

Criterion 15300.2(a): Location	Yes	No
Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located.	☐	☒

This exception only applies to Class 3, 4, 5, 6, and 11 exemptions. As this project is being evaluated for exemption pursuant to Class 32, this exception does not apply.

Criterion 15300.2(b): Cumulative Impact

	Yes	No
Is there an exception to the Class 32 exemption for the project due to significant cumulative impacts of successive projects of the same type and in the same place, over time?	☐	☒

The geographic scope of potential cumulative environmental effects associated with the proposed project is limited to the project site, its surrounding area, or a broader area depending on the topic. CEQA Guidelines Section 15300.2 (b) asks whether the cumulative impact of successive projects of the same type, in the same place, and over time would be significant.

The site is substantially surrounded by other developed urban residential and commercial properties and is consistent with the development anticipated in the General Plan. Accordingly, successive development of projects in the same location is not reasonably anticipated. The project site is currently developed with an existing industrial/topsoil supplier operation. The proposed project would result in the redevelopment of the approximately 3-acre project site with a BESS and associated infrastructure.

The proposed project would be consistent with the land use density established by the General Plan, would comply with existing regulations and City policies, and would not have any project-specific significant impacts. Therefore, its contribution, if any, to cumulative impacts would be minimal. Furthermore, as shown in the analysis above for Class 32 conditions (a) through (e), the proposed project would not result in any significant impacts, and therefore would not have the potential to significantly contribute to cumulative impacts related to those environmental issues. Accordingly, the exception under CEQA Guidelines 15300.2(b) does not apply to the proposed project.

Criterion 15300.2(c): Significant Effect Due to an Unusual Circumstance

	Yes	No
Is there an exception to the Class 32 exemption for the project because there is a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances?	☐	☒

The project site is currently developed with an existing industrial/topsoil supplier operation. The lot contains a temporary sales office, soil bunkers, and asphalt. An existing fence encloses the northern and western perimeter of the project site. Construction activities would not involve any unusual or highly impactive activities (e.g., blasting) that may have the potential to have significant impacts on the environment. There are no known unusual circumstances related to site conditions or the type of project proposed, and the project site does not contain any unusual features that could result in a significant effect on the environment. Implementation of the proposed project would not result in unusual circumstances that could result in significant environmental effects. Furthermore, there is no evidence the proposed project would have a significant effect on the environment. Therefore, the exception under CEQA Guidelines Section 15300.2(c) does not apply to the proposed project.

Criterion 15300.2(d): Scenic Highway	Yes	No
Is there an exception to the Class 32 exemption for the project because project may result in damage to scenic resources including but not limited to, trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a State Scenic Highway?	☐	☒

The closest State Highway to the project site is Interstate 110 (I-110), located approximately 0.4 mile west of the project site; and I-405, located approximately 0.4 mile south of the project site. Neither I-110 nor I-405 are designated as State Scenic Highways. Additionally, the project site does not contain scenic resources such as trees, historic buildings, or rock outcroppings. Thus, the proposed project would not have the potential to damage scenic resources within a highway designated as a State Scenic Highway. Accordingly, the exception under CEQA Guidelines Section 15300.2(d) does not apply to the proposed project.

Criterion 15300.2(e): Hazardous Waste Sites	Yes	No
Is there an exception to the Class 32 exemption for the project because the project is located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code?	☐	☒

The project site is not listed as a hazardous materials site by GeoTracker database, which contains sites compiled pursuant to Government Code 65962.5,[23] or on a list of hazardous sites as compiled by the California Department of Toxic Substances Control (DTSC).[24] Thus, the proposed project would not have the potential to be developed on a hazardous waste site. Accordingly, the exception under CEQA Guidelines 15300.2(e) does not apply to the proposed project.

Hazardous Materials

Construction activities would potentially require the routine transport, use, and disposal of small amounts of hazardous materials such as fuels, paints, or solvents, which are required during construction. Limited amounts of hazardous materials would be stored or used on the site during operations, including diesel fuel, gasoline, and motor oil for vehicles; mineral oil to be sealed within the transformers; and lead-acid-based and/or lithium-ion batteries. Operational transport, use, or disposal of hazardous substances would be limited as required for operation of the proposed project. The proposed project would be required to comply with all applicable local, State, and federal safety codes and regulations related to transporting, using, or disposing hazardous materials, including Resource Conservation and Recovery Act; Comprehensive Environmental Response, Compensation, and Liability Act; federal Clean Air Act; and the Occupational Safety and Health Administration (OSHA) that regulates worker safety hazards. Construction activities that involve hazardous materials would be governed by

[23] California State Water Resources Control Board (State Water Board). 2024. GeoTracker. Map: https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=18800+S+Broadway%2C+Gardena%2C+CA+90248. Accessed January 3, 2024.

[24] California Department of Toxic Substances Control (DTSC). 2024. Website: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=18800+S+Broadway%2C+Gardena%2C+CA+90248. Accessed January 3, 2024.

several agencies, including the California Environmental Protection Agency (Cal/EPA), California Department of Transportation (Caltrans), California Division of Occupational Safety and Health (Cal/OSHA), and the DTSC, as well as applicable local regulations. Compliance with the provisions of these agencies would ensure that the routine transport, use, or disposal of hazardous materials does not create a significant hazard to the public. Appropriate spill containment and cleanup kits would be maintained during operation of the project. To address potential impacts, a spill prevention control and countermeasures plan would be developed for site operations.

In the unlikely event that an issue was to arise (e.g., a change in battery temperature), the monitoring system would immediately notify contracted local operations and maintenance personnel residing in the project area, who could then expeditiously act on the issue. Additionally, several different fail-safes would be built into both hardware and software to ensure safe and efficient operations and, if necessary, to automatically trigger a temporary shutdown of the facility until the issue is diagnosed and resolved.

Hazardous Waste

Fuels and lubricants used in operations would be subject to the spill prevention control and countermeasures plan to be prepared for the proposed project. As discussed previously, hazardous materials such as fuels and lubricants used during operation would be subject to the spill prevention control and countermeasures plan to be prepared for the project. Solid waste, if generated during operations, would be subject to the material disposal and solid waste management plan to be prepared for the proposed project. Additionally, the proposed project would be required to comply with all applicable local, State, and federal safety codes and regulations related to transport, use, and disposal of hazardous materials as discussed above.

At the end of the project's operational term, decommissioning would include removal of project components including batteries, battery enclosures, inverters, transformers, substation steel bus work and structures, and electrical wiring from the project site. All decommissioning activities will adhere to the requirements of the appropriate governing authorities and would be in accordance with all applicable federal, State, and City regulations. Collection and recycling programs would be implemented to minimize disposal in landfills. Equipment will be de-energized prior to removal, salvaged when possible, placed in appropriate shipping containers, and secured in a truck transport trailer for shipment off-site to be recycled or disposed of at a licensed disposal facility. Demolition debris and removed equipment may be cut and dismantled into pieces that can be safely transported. The area will be thoroughly cleaned, and all debris will be removed.

Criterion 15300.2(f): Historical Resources	Yes	No
Is there an exception to the Class 32 exemption for the project because the project may cause a substantial adverse change in the significance of a historical resource?	☐	☒

Section 15300.2(f) states that a categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historic resource. For purposes of exception 15300.2(f), historical resources include both built environment and archaeological/cultural resources.

The following General Plan Policies would be implemented to avoid impacts resulting from inadvertent discoveries of resources.

OSEC-P-8 Development projects shall comply with State and federal law that upon discovery of Native American remains or archaeological artifacts during construction, all activity will cease until qualified professional archaeological examination and reburial in an appropriate manner is accomplished.

OSEC-P-9 For development and redevelopment proposals in archaeologically-or culturally-sensitive areas of Carson, require an assessment of the potential presence of archaeological and tribal cultural resources, including a site survey and a records search of the California Historical Resources Information System at the South Central Coastal Information Center (SCCIC). As warranted by the results of the assessment, require additional studies to identify and address project-specific impacts on archaeological and tribal cultural resources.

The City should incorporate the study recommendations as project conditions of approval to ensure that impacts on archaeological and/or tribal cultural resources are mitigated to the extent possible. Studies should be prepared according to National Register Bulletin 24: Guidelines for Local Surveys: A Basis for Preservation Planning and the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

OSEC-P-10 Using an annually updated Archaeological Resource Sensitivity Map, review proposed development projects to determine whether a site contains known prehistoric or historic cultural resources and/or to determine the potential for discovery of additional cultural resources.

As discussed below, the proposed project would not result in project-related impacts on cultural resources. The analysis includes the results of cultural resources record searches conducted at the South Central Coastal Information Center (SCCIC) at California State University, Fullerton, the Native American Heritage Commission (NAHC) Sacred Lands File, and a pedestrian survey of the project site conducted by FirstCarbon Solutions (FCS). The current inventories of the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), the California Historic Landmarks (CHL) list, the California Points of Historical Interest (CPHI) list, and the California Built Environment Resource Directory

(BERD) for Los Angeles County were also reviewed. The purpose of this assessment is to identify the presence or absence of potentially significant cultural resources within the project area, and if such resources would be impacted by the proposed development, to provide recommendations for mitigation and/or further study or research.

Southern Central Coastal Information Center

On October 2, 2023, a records search for the project site and a 0.5-mile radius surrounding it was conducted at the SCCIC at California State University Fullerton California. The purpose of this review was to assess any existing cultural resources survey reports, archaeological site records, and historic maps to evaluate whether previously documented pre-contact or historic archaeological sites, architectural resources, and cultural landscapes exist within or near the project site. The record search/literature review was also conducted to evaluate whether the project site contains any historic properties listed on or determined eligible for listing on the NRHP, CRHR, the CHL list, the CPHI list, and the BERD for Los Angeles County.

Results from the SCCIC indicate that no resources have been recorded within the project site or off-site improvement area and one pre-contact resource has been recorded within a 0.5-mile radius of the project (Table 3). In addition, 10 area-specific survey reports are on file with the SCCIC for the 0.5-mile search radius, two (LA-4512 and LA-12440) of which address the project site, indicating that it has been previously surveyed for cultural resources (Table 4). Complete record search results from the SCCIC can be found in Appendix D.

Table 3: Cultural Resources Located Within a 0.5-mile Radius of the Project Site

Resource No.	Resource Description	Date Recorded
P-19-000088	CA-LAN-000088: Racer's Misc Sites #1 and Racer's Site #14, AP01 (Unknown); AP15 (Habitation debris)	1939
Source: South Central Coastal Information Center (SCCIC). October 2, 2023.		

Table 4: Previous Investigations Within a 0.5-mile Radius of the Project Site

Report No.	Report Title/Project Focus	Author	Date
LA-00114	Evaluation of the Archaeological Resources and Potential Impact of Proposed New Freeway Construction on the Harbor Freeway (Route 11)	Clewlow, William C. Jr.	1974
LA-01016	Archaeological Resources Assessment of Replacement Bus Operations and Maintenance Facility for Division 18 in the City of Carson, California	Schroth, Adella	1981

Report No.	Report Title/Project Focus	Author	Date
LA-01445	An Archaeological Survey and Impact Assessment of 9.99 Acre Parcel at 190th Street and the Harbor Freeway, City of Los Angeles, California	Dillon, Brian D.	1984
LA-03583	The Los Angeles Basin and Vicinity: a Gazetteer and Compilation of Archaeological Site Information	Bucknam, Bonnie M.	1974
LA-04512	Cultural Resources Inventory of the City of Carson, California	Eggers, A.V.	1977
LA-05499	Negative Archaeological Survey Report to Cold Plane the Existing Pavement on Route 405 and Overlay with 30mm of Rubberized Asphalt Concrete at Selected On/Off-ramps From Vermont Ave. to Manchester Boulevard	Smith, Philomene C.	2000
LA-10567	Identification and Evaluation of Historic Properties–West Basin Municipal Water District Harbor–South Bay Water Recycling Project Proposed Project Laterals	Hogan, Michael, Bai "Tom" Tang, Josh Smallwood, Laura Hensley Shaker, and Casey Tibbitt	2005
LA-11150	West Basin Municipal Water District Harbor/South Bay Water Recycling Project	Maxwell, Pamela	2003
LA-11482	Camp Sites in Harbor District–F.H. Racer	Racer, F.H.	1939
LA-12440	**Cultural Resources Records Search and Site Visit Results for AT&T Mobility, LLC Candidate LA0573 (NOLA Substation) 125 Griffith Street, Carson, Los Angeles County, California**	**Bonner, Wayne**	**2013**

Notes:
Reports listed in **Bold** are within the project site.
Source: South Central Coastal Information Center (SCCIC) Records Search. October 2, 2023.

NAHC Sacred Lands File Search Results

On October 2, 2023, FCS contacted the NAHC to determine whether any sacred sites were located within the project site or its vicinity. A response was received on November 20, 2023, indicating that the Sacred Lands File search produced a negative result for Native American cultural resources in the project area. The NAHC included a list of 11 tribal representatives available for consultation. NAHC correspondence can be found in Appendix D.

Pedestrian Survey Results

On October 30, 2023, FCS Archaeologist Natalie Adame conducted a pedestrian survey for unrecorded cultural resources in the project site. The project site is located at 18800 South Broadway, in the City of Carson. The survey began in the northwest corner of the project site. However, due to the current overall logistic use of the proposed project, transects were not possible. All accessible areas of the project site were closely inspected for culturally modified soils or other indicators of potential historic or pre-contact resources. The current use of the project area affected the overall ground cover of the project area. The

northern section of the project area ground cover consisted mostly of various types of mulch, while the center/east section of the project consisted mostly of fill and the southern section consisted mostly of gravel/silt mix. Not all sections of ground were visible due to several sections of the project area not being accessible due to those sections being used for storage or heavy machinery.

Survey conditions were documented using digital photographs and field notes. During the survey, Ms. Adame examined all areas of the exposed ground surface for pre-contact artifacts (e.g., fire-affected rock, milling tools, flaked stone tools, toolmaking debris, ceramics), soil discoloration and depressions that might indicate the presence of a cultural midden, faunal and human osteological remains, and features indicative of the former presence of structures or buildings (e.g., postholes, standing exterior walls, foundations) or historic debris (e.g., glass, metal, ceramics).

No indications of historic or pre-contact archaeological resources were found over the course of the pedestrian survey. Pedestrian survey photos can be found in Appendix D.

Architectural and Historical Significance

The structures on-site were built between 2018 and 2020 and are too young to be considered potentially eligible as historic resources under CEQA for the purposes of listing on the NRHP, CRHR, or any local listings.

Summary and Recommendations

Based on the results of the records searches, archival research, and pedestrian survey and in accordance with General Plan Policy OSEC-P-9, FCS considers the proposed project to have a low potential to have an adverse effect on historic or pre-contact cultural resources. There are no recorded cultural resources in the project site and there is one recorded pre-contact resource within the 0.5-mile search radius, and NAHC Sacred Lands File results are yet to be received. The entire project site has been previously surveyed for cultural resources. The structures within the project site are younger than 45 years in age, and do not meet the criteria for the CRHR or NRHP.

In accordance with General Plan Policy OSEC-P-8, the proposed project would be required to comply with State and federal laws in the event of an inadvertent discovery of Native American remains or archaeological artifacts. As such, the proposed project as planned would not have an adverse impact on a historic or pre-contact resource, and the exception under CEQA Guidelines 15300.2(f) does not apply to the proposed project.

CONCLUSIONS

On the basis of the evidence provided above, the proposed project is eligible for a Class 32 categorical exemption, in accordance with Section 15332, Infill Development Projects, of the CEQA Guidelines, as well as the exceptions listed in 15300.2.

Separately, and independent from the Class 32 categorical exemption, the above analysis demonstrates that the proposed project does not have the potential to cause a significant effect on the environment and is therefore also exempt from further CEQA review pursuant to Section 15061(b)(3).

Based on City of Carson's threshold criteria, no additional substantial adverse impacts beyond those discussed above are anticipated. Because the proposed project meets the criteria for categorically exempt infill development projects, and because it would not have a significant effect on the environment, this analysis finds that a Notice of Exemption can be prepared for the proposed project. No further review is needed.

Please contact us if you have any questions or would like additional information.

Sincerely,

Jason Brandman, Director
FirstCarbon Solutions
250 Commerce Street, Suite 210
Irvine, CA 92602

Cecilia So, Project Manager
FirstCarbon Solutions
250 Commerce Street, Suite 210
Irvine, CA 92602

Enc: Attachment A: Biological Resources Supporting Documents
Attachment B: Noise Report
Attachment C: Air Quality Supporting Documents
Attachment D: Cultural Resources Supporting Documents

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Attachment A:
Biological Resources Supporting Documents

Table 1: Potential for On-site Occurrence of Special-status Plant Species Recorded in the Project Vicinity

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Dicots						
Abronia maritima red sand-verbena	—	—	4.2	Perennial herb found in coastal dunes. Elevation: 0–100 m Bloom period: February–November	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Aphanisma blitoides aphanisma	—	—	1B.2	Annual herb found in gravelly (sometimes) and sandy (sometimes) soils in coastal bluff scrub, coastal dunes, and coastal scrub communities. Elevation: 1–305 m Bloom period: February–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are four recent and two historical records between five and ten miles from the project site.	No
Astragalus hornii var. *hornii* Horn's milk-vetch	—	—	1B.1	Annual herb found in alkaline soils and lake margins in meadows and seeps and playas. Elevation: 60–850 m Bloom period: May–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Astragalus pycnostachyus var. *lanosissimus* Ventura Marsh milk-vetch	FE	CE	1B.1	Perennial herb found in coastal dunes, coastal scrub, and marshes and swamps (edges, coastal salt, brackish). Elevation: 1–35 m Bloom period: August–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Astragalus tener var. *titi* coastal dunes milk-vetch	FE	CE	1B.1	Annual herb found in mesic (often) and vernally mesic (often) soils in coastal bluff scrub (sandy), coastal dunes, and coastal prairie (mesic) communities. Elevation: 1–50 m Bloom period: March–May	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species may be locally extirpated.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Atriplex coulteri Coulter's saltbush	—	—	1B.2	Perennial herb found in alkaline (sometimes) and clay (sometimes) soils in coastal bluff scrub, coastal dunes, coastal scrub, and valley and foothill grassland communities. Elevation: 3–460 m Bloom period: March–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical and one unknown record within five miles of the project site and one recent between five and ten miles from the project site.	No
Atriplex pacifica south coast saltscale	—	—	1B.2	Annual herb found in coastal bluff scrub, coastal dunes, coastal scrub, and playas. Elevation: 0–140 m Bloom period: March–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are four recent and one historical records between five and ten miles from the project site.	No
Atriplex parishii Parish's brittlescale	—	—	1B.1	Annual herb found in alkaline soils in chenopod shrub, playas, and vernal pools. Elevation: 25–1,900 m Bloom period: June–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one record within five miles of the project site and one record between five and ten miles from the project site.	No
Atriplex serenana var. *davidsonii* Davidson's saltscale	—	—	1B.2	Annual herb found in alkaline soils in coastal bluff scrub and coastal scrub communities. Elevation: 10–200 m Bloom period: April–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species may be locally extirpated.	No
Calystegia peirsonii Peirson's morning-glory	—	—	4.2	Perennial rhizomatous herb found in chaparral, chenopod scrub, cismontane woodland, coastal scrub, lower montane coniferous forest, and valley and foothill grassland communities. Elevation: 30–1500 m Bloom period: April–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Camissoniopsis lewisii Lewis' evening-primrose	—	—	3	Annual herb found in clay (sometimes) and sandy (sometimes) soils in coastal bluff scrub, cismontane woodland, coastal dunes, coastal scrub, and valley and foothill grassland communities. Elevation: 0–300 m Bloom period: March–May	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Centromadia parryi ssp. *australis* southern tarplant	—	—	1B.1	Annual herb found in marshes and swamps (margins), valley and foothill grasslands (vernally mesic), and vernal pools communities. Elevation: 0–480 m Bloom period: May–November	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are five recent records within five miles of the project site and one recent and six historical records between five and ten miles from the project site.	No
Centromadia pungens ssp. *laevis* smooth tarplant	—	—	1B.1	Annual herb found in alkaline soils in chenopod scrub, meadows and seeps, playas, riparian woodland, and valley and foothill grassland communities. Elevation: 0–640 m Bloom period: April–September	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species may be locally extirpated.	No
Chaenactis glabriuscula var. *orcuttiana* Orcutt's pincushion	—	—	1B.1	Annual herb found in coastal bluff scrub (sandy) and coastal dunes communities. Elevation: 0–100 m Bloom period: January–August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one recent and two historical records between five and ten miles from the project site.	No
Chenopodium littoreum coastal goosefoot	—	—	1B.2	Annual herb found in coastal dunes. Elevation: 10–30 m Bloom period: April–August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Chloropyron maritimum ssp. *maritimum* salt marsh bird's-beak	FE	CE	1B.2	Annual herb (hemiparasitic) found in coastal dunes and marshes and swamps (coastal salt). Elevation: 0–30 m Bloom period: May-October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records between five and ten miles from the project site. This species may be locally extirpated.	No
Chorizanthe parryi var. *fernandina* San Fernando Valley spineflower	—	CE	1B.1	Annual herb found in coastal scrub (sandy) and valley and foothill grassland communities. Elevation: 150–1220 m Bloom period: April–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Cistanthe maritima seaside cistanthe	—	—	4.2	Annual herb found in sandy soils in coastal bluff scrub, coastal scrub, and valley and foothill grassland communities. Elevation: 5–300 m Bloom period: March–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Convolvulus simulans small-flowered morning-glory	—	—	4.2	Annual herb found in clay soils, seeps, and serpentine soils in openings in chaparral, coastal scrub, and valley and foothill grassland communities. Elevation: 30–740 m Bloom period: March–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Crossosoma californicum Catalina crossosoma	—	—	1B.2	Perennial deciduous shrub found in rocky soils in chaparral and coastal scrub communities. Elevation: 0–500 m Bloom period: February-May	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one recent and one historical record between five and ten miles from the project site.	No
Deinandra paniculata paniculate tarplant	—	—	4.2	Annual herb found in sandy (sometimes) and vernally mesic (usually) soils in coastal scrub, valley and foothill grassland, and vernal pools. Elevation: 25–940 m Bloom period: April–November	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Dichondra occidentalis western dichondra	—	—	4.2	Perennial rhizomatous herb found in chaparral, cismontane woodland, coastal scrub, and valley and foothill grassland communities. Elevation: 50–500 m Bloom period: March–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Dithyrea maritima beach spectaclepod	—	CT	1B.1	Perennial rhizomatous herb found in coastal dunes and coastal scrub (sandy) communities. Elevation: 3–50 m Bloom period: March–May	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Dudleya virens ssp. *insularis* island green dudleya	—	—	1B.2	Perennial herb found in rocky soils in coastal bluff scrub and coastal scrub communities. Elevation: 5–300 m Bloom period: April–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one recent and one historical record between five and ten miles from the project site.	No
Eryngium aristulatum var. *parishii* San Diego button-celery	FE	CE	1B.1	Annual/perennial herb found in mesic soils in coastal scrub, valley and foothill grassland, and vernal pools. Elevation: 20–620 m Bloom period: April–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Erysimum insulare island wallflower	—	—	1B.3	Perennial herb found in coastal bluff scrub and coastal dunes. Elevation: 0–300 m Bloom period: March–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Erysimum suffrutescens suffrutescent wallflower	—	—	4.2	Perennial herb found in coastal bluff scrub, chaparral (maritime), coastal dunes, and coastal scrub communities. Elevation: 0–150 m Bloom period: January–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Horkelia cuneata var. *puberula* mesa horkelia	—	—	1B.1	Perennial herb found in chaparral, coastal scrub, and cismontane woodland communities. Elevation: 70–810 m Bloom period: February–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records between five and ten miles from the project site. This species may be locally extirpated.	No
Isocoma menziesii var. *decumbens* decumbent goldenbush	—	—	1B.2	Perennial shrub found in chaparral and coastal scrub (often disturbed areas, sandy) communities. Elevation: 10–250 m Bloom period: April–November	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Juglans californica southern California black walnut	—	—	4.2	Perennial, deciduous tree found in chaparral, cismontane woodland, coastal scrub, and riparian woodland communities. Elevation: 50–900 m Bloom period: March–August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Lasthenia glabrata ssp. *coulteri* Coulter's goldfields	—	—	1B.1	Annual herb found in marshes and swamps, playas, and vernal pools. Elevation: 1–1,220 m Bloom period: February–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three historical records within five miles of the project site and two historical records between five and ten miles from the project site.	No
Lycium brevipes var. *hassei* Santa Catalina Island desert-thorn	—	—	3.1	Perennial deciduous shrub found in coastal bluff scrub and coastal scrub communities. Elevation: 65–300 m Bloom period: June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two recent records between five and ten miles from the project site.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Lycium californicum California box-thorn	—	—	4.2	Perennial herb found in coastal bluff scrub, chaparral (maritime), coastal dunes, and coastal scrub communities. Elevation: 0–150 m Bloom period: January–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Nama stenocarpa mud nama	—	—	2B.2	Annual/perennial herb found in marshes and swamps (lake margins, riverbanks). Elevation: 5–500 m Bloom period: January–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site.	No
Navarretia fossalis spreading navarretia	FT	—	1B.1	Annual herb found in chenopod scrub, marshes and swamps (shallow freshwater), playas, and vernal pools. Elevation: 30–655 m Bloom period: April–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Navarretia prostrata prostrate vernal pool navarretia	—	—	1B.2	Annual herb found in mesic, alkaline soils in coastal scrub, meadows and seeps, valley and foothill grassland, and vernal pool communities. Elevation: 3–1,210 m Bloom period: April–July	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three historical records within five miles of the project site and three historical records between five and ten miles from the project site. This species may be locally extirpated.	No
Nemacaulis denudata var. *denudata* coast woolly-heads	—	—	1B.2	Annual herb found in coastal dunes. Elevation: 0–100 m Bloom period: April–September	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Pentachaeta lyonii Lyon's pentachaeta	FE	CE	1B.1	Annual herb found in clay and rocky soils in chaparral (openings), coastal scrub, and valley and foothill grassland communities. Elevation: 30–690 m Bloom period: March–August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one record within five miles of the project site and one historical record between five and ten miles from the project site.	No
Phacelia ramosissima var. *austrolitoralis* south coast branching phacelia	—	—	3.2	Perennial herb found in rocky (sometimes) and sandy soils in chaparral, coastal dunes, coastal scrub, and marshes and swamps (coastal salt). Elevation: 5–300 m Bloom period: March–August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Phacelia stellaris Brand's star phacelia	—	—	1B.1	Annual herb found in coastal dunes and coastal scrub communities. Elevation: 1–400 m Bloom period: March–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three historical records between five and ten miles from the project site.	No
Potentilla multijuga Ballona cinquefoil	—	—	1A	Perennial herb found in meadows and seeps (brackish) Elevation: 0–2 m Bloom period: June–August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Sidalcea neomexicana salt spring checkerbloom	—	—	2B.2	Perennial herb found in alkaline and mesic soils in chaparral, coastal scrub, lower montane coniferous forest, Mojavean desert scrub, and playas. Elevation: 15–1530 m Bloom period: March–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Suaeda esteroa estuary seablite	—	—	1B.2	Perennial herb found in marshes and swamps (coastal salt). Elevation: 0–5 m Bloom period: July–October	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No

Scientific Name Common Name	Status			Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
	USFWS[1]	CDFW[2]	CNPS[3]			
Suaeda taxifolia woolly seablite	—	—	4.2	Perennial evergreen shrub found in coastal bluff scrub, coastal dunes, and marshes and swamps (coastal margins). Elevation: 0–50 m Bloom period: January–December	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Symphyotrichum defoliatum San Bernardino aster	—	—	1B.2	Perennial, rhizomatous herb found in banks of ditches, streams, and springs in cismontane woodlands, coastal scrub, lower montane coniferous forests, meadows and seeps, marshes and swamps, and vernally mesic valley and foothill grassland communities. Elevation: 2–2,040 m Bloom period: July–November	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Monocots						
Calochortus catalinae Catalina mariposa lily	—	—	4.2	Perennial, bulbiferous herb found in chaparral, cismontane woodland, coastal scrub, and valley and foothill grassland communities. Elevation: 15–700 m Bloom period: March–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Hordeum intercedens vernal barley	—	—	3.2	Annual herb found in vernal pools and depressions and saline flats in coastal dunes, coastal scrub, and valley and foothill grassland communities. Elevation: 5–1,000 m Bloom period: March–June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Juncus acutus ssp. *leopoldii* southwestern spiny rush	—	—	4.2	Perennial rhizomatous herb found in coastal dunes (mesic), coastal scrub, meadows and seeps (alkaline seeps), and marshes and swamps (coastal salt). Elevation: 3–900 m Bloom period: May –June	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No

Scientific Name Common Name	Status USFWS[1]	Status CDFW[2]	Status CNPS[3]	Habitat Description[4]	Potential to Occur and Rationale	Included in Impact Analysis
Orcuttia californica California Orcutt grass	FE	CE	1B.1	Annual herb found in vernal pools. Elevation: 15–660 m Bloom period: April-August	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and two records between five and ten miles from the project site. This species is believed to be locally extirpated.	No

Code Designations

[1] Federal Status: 2023 USFWS Listing

- **FE** = Listed as endangered under Endangered Species Act.
- **FT** = Listed as threatened under the Endangered Species Act.
- **FC** = Candidate for listing (threatened or endangered) under the Endangered Species Act.
- **FD** = Delisted in accordance with the Endangered Species Act.
- **FPD** = Federally Proposed to be Delisted.
- **—** = Not federally listed

[2] State Status: 2023 CDFW Listing

- **SE** = Listed as endangered under California Endangered Species Act (CESA).
- **ST** = Listed as threatened under CESA.
- **SC** = Candidate for listing (threatened or endangered) under CESA.
- **CR** = Rare in California.
- **—** = Not State listed

[3] CNPS: 2023 CNPS Listing

- **Rank 1A** = Plants species that presumed extinct in California.
- **Rank 1B** = Plant species that are rare, threatened, or endangered in California and elsewhere.
- **Rank 2** = Plant species that are rare, threatened, or endangered in California, but more common elsewhere.
- **Rank 3** = Plants about which we need more information—A Review List
- **Rank 4** = Plants of limited distribution—A Watch List

Blooming period: Months in parentheses are uncommon.

[3] **Habitat description**: Habitat description adapted from CNDDB (CDFW 2023) and CNPS online inventory (CNPS 2023).

Table 2: Potential for On-site Occurrence of Special-status Wildlife Species Recorded in the Project Vicinity

Scientific Name Common Name	Status		Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
	USFWS[1]	CDFW[2]			
Insects/Invertebrates					
Bombus crotchii Crotch bumble bee	—	SC	Occurs in grassland and scrubland habitats. Nests in abandoned rodent burrows.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and one recent and five historical records between five and ten miles from the project site.	No
Brennania belkini Belkin's dune tabanid fly	—	—	Sand obligate species known from coastal dunes near Playa del Rey and El Segundo south to Ensenada, Mexico.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are one recent and three historical records between five and ten miles from the project site.	No
Cicindela hirticollis gravida sandy beach tiger beetle	—	—	Occurs in coastal dunes adjacent to non-brackish water along the coast of California from San Francisco Bay to northern Mexico.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three historical records between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Cicindela latesignata western beach tiger beetle	—	—	Occurs in mudflats and beaches of coastal estuaries from San Diego County to Los Angeles County. Typically inhabit wet or dry sandy beaches and mud, sand, or salt flats.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Cicindela senilis frosti senile tiger beetle	—	—	Occurs along marine shoreline, from Central California coast south to salt marshes of San Diego. Also found at Lake Elsinore. Inhabits dark-colored mud in the lower zone and dried salt pans in the upper zone.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one record between five and ten miles from the project site. This species is believed to be locally extirpated.	No

Scientific Name Common Name	Status		Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
	USFWS[1]	CDFW[2]			
Coelus globosus globose dune beetle	—	—	Inhabits foredunes and sand hummocks; it burrows beneath the sand surface and is most common beneath dune vegetation.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Danaus plexippus monarch butterfly	FC	—	Occurs in temperate climates, such as eastern and western North America and undergoes long-distance migration. Lays eggs on obligate milkweed host plant (primarily *Asclepias* spp.)	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one recent and one historical record within five miles of the project site and four recent and three historical records between five and ten miles from the project site.	No
Eugnosta busckana Busck's gallmoth	—	—	Occurs in a variety of grassland, dunes, and scrub habitats.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Euphilotes battoides allyni El Segundo blue butterfly	FE	—	Restricted to remnant coastal dune habitat in Southern California. Host plant is *Eriogonum parvifolium*.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three recent and one historical records between five and ten miles from the project site.	No
Glaucopsyche lygdamus palosverdesensi Palos Verdes blue butterfly	FE	—	Restricted to the cool, fog-shrouded, seaward side of Palos Verdes Hills, Los Angeles County. Host plant is *Astragalus trichopodus* var. *lonchus* (locoweed).	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and eleven historical records between five and ten miles from the project site.	No
Glyptostoma gabrielense San Gabriel chestnut	—	—	Occurs in humid spots in semiarid areas in rocky hills and mountains at relatively low elevations. Range restricted to the San Gabriel Mountains and foothills near Los Angeles.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and one historical record between five and ten miles from the project site. This species may be locally extirpated.	No

Scientific Name Common Name	Status		Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
	USFWS[1]	CDFW[2]			
Gonidea angulata western ridged mussel	—	—	Occurs primarily in creeks and rivers and less often lakes. Historically occurred throughout most of state, now extirpated from Central and Southern California.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one record within five miles of the project site. This species is believed to be locally extirpated.	No
Habroscelimorpha gabbii western tidal-flat tiger beetle	—	—	Occurs in estuaries and mudflats along the coast of Southern California. Generally found on dark-colored mud in the lower zone; occasionally found on dry saline flats of estuaries.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one record within five miles of the project site, and two historical records between five and ten miles from the project site.	No
Onychobaris langei Lange's El Segundo Dune weevil	—	—	Occurs in coastal dunes, including the El Segundo Dunes.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Pelochrista hennei Henne's eucosman moth	—	—	Occurs in coastal sand dunes with host *Phacelia ramosissima*.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Rhaphiomidas terminatus terminatus El Segundo flower-loving fly	—	—	Historically restricted to dunes and associated habitats. Presumed extinct but recently discovered on Malaga Dunes, Los Angeles County.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Trigonoscuta dorothea dorothea Dorothy's El Segundo Dune weevil	—	—	Occurs in coastal sand dunes in Los Angeles County.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Tryonia imitator mimic tryonia (=California brackishwater snail)	—	—	Occurs in coastal lagoons, estuaries and salt marshes, from Sonoma County south to San Diego County. Found only in permanently submerged areas in a variety of sediment types; able to withstand a wide range of salinities.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one recent and one historical record between five and ten miles from the project site.	No

Scientific Name Common Name	Status		Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
	USFWS[1]	CDFW[2]			
Crustaceans					
Streptocephalus woottoni Riverside fairy shrimp	FE	—	Vernal pools on the Santa Rosa Plateau on Murrieta stony clay loams, Las Posas series, Wyman clay loam, and Willows soils.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one recent record within five miles of the project site and one historical record between five and ten miles from the project site.	No
Fish					
Siphateles bicolor mohavensis Mohave tui chub	FE	SE FP	Formerly found in deep pools and slough-like areas of the Mojave River, this species now only occurs in highly modified refuge sites in San Bernardino County.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Amphibians					
Spea hammondii western spadefoot	—	SSC	Occurs in open areas with sandy or gravelly soils in mixed woodlands, grasslands, coastal sage and Riversidean alluvial fan sage scrub, chaparral, sandy washes, lowlands, river floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Breeds in ephemeral rain pools that do not contain bullfrogs, fish, or crayfish.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records within five miles of the project site and four historical records between five and ten miles from the project site. This species may be locally extirpated.	No
Reptiles					
Anniella stebbinsi southern California legless lizard	—	SSC	Occurs in moist, loose soil in coastal sand dunes and a variety of interior habitats, including sandy washes and alluvial fans. Tolerant of disturbances.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three recent and two historical records within five miles of the project site and five recent and eight historical records between five and ten miles from the project site.	No
Phrynosoma blainvillii coast horned lizard	—	SSC	Occurs in open areas with sandy soil and low vegetation in grasslands, coniferous forests, woodlands, and chaparral.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three historical records within five	No

Scientific Name Common Name	Status USFWS[1]	 CDFW[2]	Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
				miles of the project site and three historical records between five and ten miles from the project site.	
Birds					
Agelaius tricolor tricolored blackbird	MBTA	ST SSC FGC	Occurs and nests in large freshwater marshes with dense stands of hydrophytic vegetation (cattails, bulrushes, etc.). Short-distance migrant.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are three historical records within five miles of the project site.	No
Athene cunicularia burrowing owl	MBTA	SSC FGC	Occurs and nests in open, dry annual or perennial grasslands, deserts, and scrublands characterized by low-growing vegetation. A subterranean nester, dependent upon burrowing mammals, most notably the California ground squirrel. Short-distance migrant.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Charadrius nivosus nivosus western snowy Plover	FT MBTA	SSC FGC	Sandy beaches, salt pond levees and shores of large alkali lakes. Needs sandy, gravelly or friable soils for nesting.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species.	No
Coccyzus americanus occidentalis western yellow-billed cuckoo	FT MBTA	SE FGC	Occurs and nests in riparian forest along the broad lower flood-bottoms of larger river systems. Found in riparian jungles of willow, often mixed with cottonwoods; understory consists of blackberry, nettles, and wild grape. Long-distance migrant.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are four historical records within five miles of the project site and one historical record between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Coturnicops noveboracensis yellow rail	MBTA	SSC FGC	Shallow marshes, and wet meadows; in winter, drier fresh-water and brackish marshes, as well as dense, deep grass, and rice fields.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Empidonax traillii extimus southwestern willow flycatcher	FE MBTA	SE FGC	Occurs and nests in dense riparian woodlands. Long-distance migrant.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five	No

Scientific Name Common Name	Status USFWS[1]	 CDFW[2]	Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
				miles of the project site and one historical record between five and ten miles from the project site.	
Polioptila californica californica coastal California gnatcatcher	FT MBTA	SSC FGC	Occurs and nests in arid washes, on mesas, and slopes in coastal sage scrub below 2,500 ft. Year-round resident in California.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are eight recent and four historical records between five and ten miles from the project site.	No
Riparia riparia bank swallow	MBTA	ST FGC	Nests in riparian scrub and riparian woodland. Requires vertical banks/cliffs with fine-textured/sandy soils near streams, rivers, lakes, ocean to dig nesting hole.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records between five and ten miles from the project site.	No
Sternula antillarum browni California least tern	FE MBTA	SE FP	Occurs and nests on bare or sparsely vegetated, flat substrates: sand beaches, alkali flats, land fills, or paved areas.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and two historical records between five and ten miles from the project site.	No
Vireo bellii pusillus least Bell's vireo	FE MBTA	SE FGC	Occurs and nests in low riparian habitat in the vicinity of water or in dry river bottoms. Long-distance migrant.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site. This species may be locally extirpated.	No
Mammals					
Eumops perotis californicus western mastiff bat	—	SSC	Occurs in many open, semi-arid to arid habitats, including conifer and deciduous woodlands, coastal scrub, grasslands, chaparral. Roosts in crevices in cliff faces, high buildings, trees, and tunnels.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There are two historical records within five miles of the project site.	No
Lasionycteris noctivagans silver-haired bat	—	—	Occurs in coastal and montane coniferous forests, valley foothill woodlands, pinyon-juniper woodlands, and valley foothill and montane	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this	No

Scientific Name Common Name	Status		Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
	USFWS[1]	CDFW[2]			
			riparian habitats. Roosts in hollow trees, snags, buildings, rock crevices, caves, and under bark.	species. There are two historical records between five and ten miles from the project site.	
Microtus californicus stephensi south coast marsh vole	—	SSC	Occurs in tidal marshes in Los Angeles, Orange and southern Ventura counties.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Neotoma lepida intermedia San Diego desert woodrat	—	SSC	Occurs in rock outcrops, rocky cliffs, and slopes in coastal sage and Riversidean alluvial fan sage scrub with moderate to dense canopies.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Nyctinomops femorosaccus pocketed free-tailed bat	—	SSC	Occurs in pine-juniper woodlands, desert scrub, palm oasis, desert wash, and desert riparian habitats. Roosts in caves, crevices, mines, tunnels, and man-made structures.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and one historical record between five and ten miles from the project site.	No
Nyctinomops macrotis big free-tailed bat	—	SSC	Occurs in rocky habitats in arid landscapes and has been found in a variety of plant associations, including desert shrub, woodlands, and evergreen forests. Roosts by day in crevices on cliff faces. These bats forage mostly for large moths, but may eat other insects as well.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record between five and ten miles from the project site.	No
Perognathus longimembris pacificus Pacific pocket mouse	FE	SSC	Occurs in coastal strand, coastal dunes, and coastal sage scrub growing on marine terraces. Prefers soils of fine alluvial sands near the ocean.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one historical record within five miles of the project site and two historical records between five and ten miles from the project site. This species is believed to be locally extirpated.	No
Taxidea taxus American badger	—	SSC	Occurs in drier open stages of most shrub, forest, and herbaceous habitats with friable soils. Requires sufficient food sources (rodents), friable soils, and open, uncultivated ground. Digs large burrows.	**None:** The project site does not contain suitable habitat(s) that would support occurrence of this species. There is one record between five and ten miles from the project site.	No

Scientific Name Common Name	Status		Habitat Description[3]	Potential to Occur and Rationale[4]	Included in Impact Analysis
	USFWS[1]	CDFW[2]			
Code Designations					
1 Federal Status: 2023 USFWS Listing				**2 State Status: 2023 CDFW Listing**	
ESU = Evolutionary Significant Unit is a distinctive population. **FE** = Listed as endangered under the Endangered Species Act. **FT** = Listed as threatened under the Endangered Species Act. **FC** = Candidate for listing (threatened or endangered) under the Endangered Species Act. **FD** = Delisted in accordance with the Endangered Species Act. **FPD** = Federally Proposed to be Delisted. **MBTA** = protected by the Migratory Bird Treaty Act **—** = Not federally listed				**SE** = Listed as endangered under the CESA. **ST** = Listed as threatened under the CESA. **SC** = Candidate for listing (threatened or endangered) under CESA. **SSC** = Species of Special Concern as identified by the CDFW. **FP** = Listed as Fully Protected under FGC. **FGC** = protected by FGC 3503, 3503.5, and/or 3513 **WL** = CDFW Watch List **—** = Not State listed	

Notes:
[3] **Habitat Description**: Habitat description adapted from CNDDB or other specified source
[4] **Potential to Occur and Rationale**: Location of recorded species occurrences determined by geospatial information from BIOS 6 or other specified source.

Sources:

California Department of Fish and Wildlife (CDFW). 2023. Biogeographic Information and Observation System (BIOS 6). Website: https://map.dfg.ca.gov/bios/. Accessed September 26, 2023.

California Department of Fish and Wildlife (CDFW). 2023. CNDDB RareFind 5 California Natural Diversity Database Query for Special-Status Species. Website: https://map.dfg.ca.gov/rarefind/view/RareFind.aspx. Accessed September 26, 2023.

U.S. Fish and Wildlife Service (USFWS). 2023. Information for Planning and Consultation. Website: https://ecos.fws.gov/ipac/. Accessed September 26, 2023.

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	AccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Atriplex serenana var. davidsonii	Davidson's saltscale	Dicots	PDCHE041T1	None	None	G5T1	S1	1B.2	SB_CalBG/RSA	3	253	34592	19060602	19060602	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863) | To		33.73644	-118.28092
Phacelia stellaris	Brand's star phacelia	Dicots	PDHYD0C510	None	None	G1	S1	1B.1	SB_CalBG/RSA	4	757	1700	18970320	18970320	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (33	50	33.82921	-118.39056
Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	None	None	G5T2	S2			11	758	36918	XXXXXXXX	1979XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Redondo Be	12	33.8292	-118.39055
Atriplex pacifica	south coast saltscale	Dicots	PDCHE041C0	None	None	G4	S2	1B.2	SB_CalBG/RSA	8	759	1700	19031015	19031015	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (33	12	33.82921	-118.39056
Nemacaulis denudata var. denudata	coast woolly-heads	Dicots	PDPGN0G011	None	None	G3G4T2	S2	1B.2	SB_CalBG/RSA	19	1006	86418	19510818	19510818	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Seal Beach (3311861) | L		33.74819	-118.11288
Atriplex parishii	Parish's brittlescale	Dicots	PDCHE041D0	None	None	G1G2	S1	1B.1	SB_CRES-San	9	1401	1700	XXXXXXXX	XXXXXXXX	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (33	15	33.82921	-118.39056
Phacelia stellaris	Brand's star phacelia	Dicots	PDHYD0C510	None	None	G1	S1	1B.1	SB_CalBG/RSA	3	1726	90351	19230319	19230319	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	South Gate (	90	33.91037	-118.14066
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	298	2682	33187	20220102	20220102	N	U-Unknown	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	100	33.82964	-118.37414
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	297	2683	33186	20001207	202201XX	N	B-Good	Presumed E:	Non-specific	30	Decreasing	Natural/Nat	Los Angeles	Redondo Be	300	33.80337	-118.38474
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	296	2746	33185	202201XX	202201XX	N	B-Good	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Venice (331	15	33.96355	-118.44085
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			18	5484	25610	20010427	20010427	Y	A-Excellent	Presumed E:	Specific bou	20	Fluctuating	Natural/Nat	Los Angeles	Torrance (33	100		
Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	Dicots	PDSCR0J0C2	Endangered	Endangered	G4?T1	S1	1B.2	BLM_S-Sensit	13	6167	26479	19010525	1980XXXX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	5	33.75713	-118.23704
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	450	6520	24341	20200128	20200128	N	B-Good	Presumed E:	Non-specific	30	Stable	Natural/Nat	Los Angeles	Torrance (33	150	33.77287	-118.30204
Agelaius tricolor	tricolored blackbird	Birds	ABPBXB0020	None	Threatened	G1G2	S2		BLM_S-Sensit	275	6521	24342	198XXXXX	198XXXXX	N	U-Unknown	Presumed E:	Circular feat	60	Unknown	Natural/Nat	Los Angeles	Torrance (33	20	33.78603	-118.28988
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	29	7744	35369	19310731	19310731	N	U-Unknown	Presumed E:	Circular feat	60	Unknown	Natural/Nat	Los Angeles	South Gate (	60	33.98902	-118.13773
Atriplex parishii	Parish's brittlescale	Dicots	PDCHE041D0	None	None	G1G2	S1	1B.1	SB_CRES-San	5	7795	23782	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	75	33.83821	-118.17658
Charadrius nivosus nivosus	western snowy plover	Birds	ABNNB03031	Threatened	None	G3T3	S3		CDFW_SSC-Sp	36	7920	1488	1914XXXX	1914XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.95266	-118.44858
Phacelia stellaris	Brand's star phacelia	Dicots	PDHYD0C510	None	None	G1	S1	1B.1	SB_CalBG/RSA	2	8663	83468	1909XXXX	1909XXXX	N	U-Unknown	Presumed E:	Circular feat	70	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.9559	-118.44603
Southern Coastal Bluff Scrub	Southern Coastal Bluff Scrub	Scrub	CTT31200CA	None	None	G1	S1.1			23	9609	17053	19900901	19900901	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	40	33.75515	-118.41529
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	5	11724	17565	193004XX	193004XX	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Redondo Be	1000	33.77685	-118.39592
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	218	12042	17190	19981108	202111XX	N	C-Fair	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Long Beach	38	33.83102	-118.13229
Atriplex pacifica	south coast saltscale	Dicots	PDCHE041C0	None	None	G4	S2	1B.2	SB_CalBG/RSA	3	12350	34590	2006XXXX	2006XXXX	N	C-Fair	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	230	33.72441	-118.33673
Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	None	None	G5T2	S2			13	12878	2010	XXXXXXXX	1979XXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	16	33.74851	-118.25243
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	1	12882	37104	20150109	20150109	N	B-Good	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	100	33.72737	-118.348
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Full	14	13026	1492	1981XXXX	1987XXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	3	33.96411	-118.44601
Onychobaris langei	Lange's El Segundo Dune weevil	Insects	IICOL4W010	None	None	G1	S1			1	13171	1535	19380928	19380928	N	U-Unknown	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.93791	-118.43366
Brennania belkini	Belkin's dune tabanid fly	Insects	IIDIP17010	None	None	G1G2	S1S2		IUCN_VU-Vuln	2	14453	B8182	202206XX	202206XX	N	C-Fair	Presumed E:	Non-specific	30	Fluctuating	Natural/Nat	Los Angeles	Venice (331	137	33.94224	-118.43706
Trigonoscuta dorothea dorothea	Dorothy's El Segundo Dune weevil	Insects	IICOL51021	None	None	G1T1	S1			2	14454	59331	19540312	19540312	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	120	33.94612	-118.44464
Pelochrista hennei	Henne's eucosman moth	Insects	IILEM0R390	None	None	G1	S1			1	14461	1535	1984XXXX	1984XXXX	N	U-Unknown	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	130	33.93791	-118.43366
Panoquina errans	wandering (=saltmarsh) skipper	Insects	IILEP84030	None	None	G4G5	S2		IUCN_NT-Nea	1	14465	85090	201007XX	201007XX	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.96964	-118.43652
Euphilotes allyni	El Segundo blue butterfly	Insects	IILEPG201B	Endangered	None	G5T1	S1			1	14469	1535	20050813	20050813	N	C-Fair	Presumed E:	Specific bou	20	Stable	Natural/Nat	Los Angeles	Venice (331	140	33.93791	-118.43366
Potentilla multijuga	Ballona cinquefoil	Dicots	PDROS1B120	None	None	GX	SX	1A		1	14622	23785	189008XX	189008XX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.97291	-118.44837

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Passerculus sandwichensis beldingi	Belding's savannah sparrow	Birds	ABPBX99015	None	Endangered	G5T3	S3		USFWS_BCC-E	37	14647	1504	1981XXXX	1981XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	15	33.97373	-118.43992
Passerculus sandwichensis beldingi	Belding's savannah sparrow	Birds	ABPBX99015	None	Endangered	G5T3	S3		USFWS_BCC-E	7	14649	1492	20010509	20010509	N	C-Fair	Presumed E	Non-specific	30	Decreasing	Natural/Nat	Los Angeles	Venice (331	5	33.96411	-118.44601
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Ful	78	14719	1942	19770803	19770803	N	U-Unknown	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	30	33.78585	-118.29271
Southern Coastal Salt Marsh	Southern Coastal Salt Marsh	Marsh	CTT52120CA	None	None	G2	S2.1			1	16122	1492	197906XX	197906XX	N	U-Unknown	Presumed E	Non-specific	30	Decreasing	Natural/Nat	Los Angeles	Venice (331	80	33.96411	-118.44601
Pentachaeta lyonii	Lyon's pentachaeta	Dicots	PDAST6X060	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSA	1	16675	1943	19100321	1997XXXX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3	100	33.70639	-118.29341
Laterallus jamaicensis coturniculus	California black rail	Birds	ABNME03041	None	Threatened	G3T1	S2		BLM_S-Sensit	68	17538	23785	19280225	19280225	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.97291	-118.44837
Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	None	None	G5T2	S2			16	17539	1488	19070805	19070805	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.95266	-118.44858
Astragalus pycnostachyus var. lanosissimus	Ventura Marsh milk-vetch	Dicots	PDFAB0F7B1	Endangered	Endangered	G2T1	S1	1B.1	SB_CalBG/RSA	4	19295	1453	19510719	1981XXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.98612	-118.45702
Dithyrea maritima	beach spectaclepod	Dicots	PDBRA10020	None	Threatened	G1	S1	1B.1	SB_SBBG-Sant	2	20545	1655	19020525	19980701	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Redondo Be	20	33.86695	-118.40396
Dithyrea maritima	beach spectaclepod	Dicots	PDBRA10020	None	Threatened	G1	S1	1B.1	SB_SBBG-Sant	3	20552	1557	19340509	19980701	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.91505	-118.4281
Charadrius nivosus nivosus	western snowy plover	Birds	ABNNB03031	Threatened	None	G3T3	S3		CDFW_SSC-Sp	37	21223	36797	1904XXXX	1904XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.96645	-118.45814
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	34	21796	1865	20120514	20120514	N	B-Good	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	200	33.7294	-118.33958
Nemacaulis denudata var. denudata	coast woolly-heads	Dicots	PDPGN0G011	None	None	G3G4T2	S2	1B.2	SB_CalBG/RSA	21	22217	27996	1905XXXX	1905XXXX	N	U-Unknown	Presumed E	Circular feat	70	Unknown	Natural/Nat	Los Angeles	San Pedro (3	20	33.74045	-118.26454
Orcuttia californica	California Orcutt grass	Monocots	PMPOA4G010	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSA	12	22413	1899	19630508	1976XXXX	N	X-None	Extirpated	Circular feat	60	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883)		33.9073	-118.3141
Brennania belkini	Belkin's dune tabanid fly	Insects	IIDIP17010	None	None	G1G2	S1S2		IUCN_VU-Vul	4	22614	B8183	194904XX	194904XX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Redondo Be	62	33.88789	-118.41297
Brennania belkini	Belkin's dune tabanid fly	Insects	IIDIP17010	None	None	G1G2	S1S2		IUCN_VU-Vul	3	22616	1563	19860616	1987XXXX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	134	33.92554	-118.42697
Brennania belkini	Belkin's dune tabanid fly	Insects	IIDIP17010	None	None	G1G2	S1S2		IUCN_VU-Vul	1	22617	1476	19800723	1990XXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.96225	-118.44969
Trigonoscuta dorothea dorothea	Dorothy's El Segundo Dune weevil	Insects	IICOL51021	None	None	G1T1	S1			1	22645	85097	2001XXXX	2001XXXX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.96716	-118.43843
Cicindela senilis frosti	senile tiger beetle	Insects	IICOL02121	None	None	G2G3T1T3	S1			4	22657	1609	XXXXXXXX	1979XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.89038	-118.41588
Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	None	None	G5T2	S2			15	22672	2201	XXXXXXXX	1979XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Los Alamitos	10	33.75578	-118.12246
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			16	23009	1823	1981XXXX	1988XXXX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3	1200	33.75028	-118.3473
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			10	23017	1838	1983XXXX	1988XXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	500	33.73182	-118.34123
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			9	23019	1822	1982XXXX	1988XXXX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3	600	33.73973	-118.34757
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			8	23020	1771	1981XXXX	1988XXXX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Torrance (33	1000	33.75584	-118.36563
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			6	23022	1753	1982XXXX	1988XXXX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Torrance (33	1200	33.75918	-118.37369
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			5	23023	1725	198605XX	198605XX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Redondo Be	400	33.74695	-118.38314
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			4	23024	1861	1983XXXX	1988XXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	640	33.72993	-118.33055
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			3	23025	1665	1979XXXX	1988XXXX	N	X-None	Extirpated	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Redondo Be	400	33.76586	-118.40341
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			2	23026	1696	1982XXXX	1988XXXX	N	X-None	Extirpated	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Redondo Be	940	33.76637	-118.39238

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			1	23027	1687	1976XXXX	1988XXXX	N	X-None	Extirpated	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Redondo Be	780	33.75329	-118.39749
Euphilotes allyni	El Segundo blue butterfly	Insects	IILEPG201B	Endangered	None	G5T1	S1			2	23047	1586	20050818	20050818	N	B-Good	Presumed E	Circular feat	50	Stable	Natural/Nat	Los Angeles	Venice (331	150	33.91611	-118.42147
Tryonia imitator	mimic tryonia (=California brackishwater snail)	Mollusks	IMGASJ7040	None	None	G2	S2		IUCN_DD-Dat	16	23211	36780	1974XXXX	2001XXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.9722	-118.43699
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	None	None	G4T2	S2	1B.1	BLM_S-Sensit	26	24245	80779	19170411	19170411	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (3311873)		33.85124	-118.27455
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	None	None	G4T2	S2	1B.1	BLM_S-Sensit	25	25094	23784	19010410	19010410	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	160	33.98167	-118.33078
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	35	25112	1722	1980XXXX	1980XXXX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	200	33.99055	-118.38285
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	33	25114	1805	1980XXXX	1980XXXX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	750	33.76757	-118.35841
Athene cunicularia	burrowing owl	Birds	ABNSB10010	None	None	G4	S2		BLM_S-Sensit	67	25454	85090	201010XX	2011XXXX	N	D-Poor	Presumed E	Non-specific	30	Decreasing	Natural/Nat	Los Angeles	Venice (331	5	33.96964	-118.43652
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Ful	63	25657	2008	19960801	19960801	N	U-Unknown	Presumed E	Circular feat	50	Increasing	Natural/Nat	Los Angeles	San Pedro (3311863) | Lc		33.73862	-118.25258
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Ful	20	25690	2190	1977XXXX	1977XXXX	N	U-Unknown	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Long Beach	10	33.75511	-118.13792
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Ful	16	25695	2005	19850731	1987XXXX	N	X-None	Extirpated	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3	5	33.75057	-118.25508
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Ful	13	25698	1562	1977XXXX	1978XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.97988	-118.42637
Sternula antillarum browni	California least tern	Birds	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2		CDFW_FP-Ful	12	25699	1439	1996XXXX	1996XXXX	N	U-Unknown	Presumed E	Non-specific	30	Stable	Natural/Nat	Los Angeles	Venice (331	10	33.96777	-118.45888
Southern Dune Scrub	Southern Dune Scrub	Dune	CTT21330CA	None	None	G1	S1.1			1	26328	1534	1983XXXX	1983XXXX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	130	33.93401	-118.43379
Phrynosoma blainvillii	coast horned lizard	Reptiles	ARACF12100	None	None	G4	S4		BLM_S-Sensit	207	28018	1796	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (33	100	33.86418	-118.35641
Phrynosoma blainvillii	coast horned lizard	Reptiles	ARACF12100	None	None	G4	S4		BLM_S-Sensit	152	28063	2079	XXXXXXXX	XXXXXXXX	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	South Gate (	60	33.87862	-118.20758
Phrynosoma blainvillii	coast horned lizard	Reptiles	ARACF12100	None	None	G4	S4		BLM_S-Sensit	150	28066	2093	19510317	19510317	N	X-None	Extirpated	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Long Beach	25	33.77173	-118.19937
Phrynosoma blainvillii	coast horned lizard	Reptiles	ARACF12100	None	None	G4	S4		BLM_S-Sensit	130	28078	1965	19520415	19520415	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	South Gate (	70	33.90327	-118.22273
Emys marmorata	western pond turtle	Reptiles	ARAAD02030	None	None	G3G4	S3		BLM_S-Sensit	913	28190	1492	19411029	1987XXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.96411	-118.44601
Siphateles bicolor mohavensis	Mohave tui chub	Fish	AFCJB1303H	Endangered	Endangered	G4T1	S1		AFS_EN-Enda	5	28635	1666	1976XXXX	1976XXXX	N	X-None	Extirpated	Circular feat	50	Unknown	Transplant C	Los Angeles	Torrance (33	720	33.78311	-118.34565
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	25	29314	35371	1932XXXX	1932XXXX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Long Beach	15	33.78593	-118.18194
Neotoma lepida intermedia	San Diego desert woodrat	Mammals	AMAFF08041	None	None	G5T3T4	S3S4		CDFW_SSC-Sp	11	29698	33547	19910826	19910826	N	D-Poor	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	200	33.73142	-118.35211
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	30	29840	1686	20180618	20180618	N	B-Good	Presumed E	Non-specific	30	Decreasing	Natural/Nat	Los Angeles	San Pedro (3	350	33.7453	-118.39689
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	31	29841	15982	20120605	20120605	N	C-Fair	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Redondo Be	600	33.76465	-118.39907
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	108	29842	1741	20180518	20180518	N	A-Excellent	Presumed E	Non-specific	30	Stable	Natural/Nat	Los Angeles	San Pedro (3	800	33.74529	-118.35486
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	30	30040	28742	190507XX	190507XX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	100	33.9593	-118.35104
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	31	30041	28743	19330922	19971019	N	X-None	Extirpated	Circular feat	60	Unknown	Natural/Nat	Los Angeles	Inglewood (	125	33.95803	-118.26836
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	37	30042	35368	2008XXXX	2008XXXX	N	B-Good	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	20	33.7794	-118.29182
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	27	30105	97162	199XXXXX	19971019	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.97876	-118.43071
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	None	None	G4T2	S2	1B.1	BLM_S-Sensit	27	30106	23785	19340403	1980XXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.97291	-118.44837
Agelaius tricolor	tricolored blackbird	Birds	ABPBXB0020	None	Threatened	G1G2	S2		BLM_S-Sensit	332	32179	39583	198XXXXX	198XXXXX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	75	33.82705	-118.3424
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	43	34585	97121	20100930	20100930	N	U-Unknown	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	80	33.8269	-118.3418

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Perognathus longimembris pacificus	Pacific pocket mouse	Mammals	AMAFD01042	Endangered	None	G5T2	S2		CDFW_SSC-Sp	1	34856	39854	19310905	19310905	N	X-None	Extirpated	Circular feat	70	Unknown	Natural/Nat	Los Angeles	Torrance (33	100	33.82667	-118.38139
Perognathus longimembris pacificus	Pacific pocket mouse	Mammals	AMAFD01042	Endangered	None	G5T2	S2		CDFW_SSC-Sp	2	34860	39858	193806XX	193806XX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.93139	-118.42565
Perognathus longimembris pacificus	Pacific pocket mouse	Mammals	AMAFD01042	Endangered	None	G5T2	S2		CDFW_SSC-Sp	3	34866	39864	186510XX	186510XX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	30	33.79001	-118.24785
Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	Dicots	PDSCR0J0C2	Endangered	Endangered	G4?T1	S1	1B.2	BLM_S-Sensit	12	34952	35371	1932XXXX	1932XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Long Beach	10	33.78593	-118.18194
Dithyrea maritima	beach spectaclepod	Dicots	PDBRA10020	None	Threatened	G1	S1	1B.1	SB_SBBG-Sant	4	35194	23785	190304XX	190304XX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.97291	-118.44837
Dithyrea maritima	beach spectaclepod	Dicots	PDBRA10020	None	Threatened	G1	S1	1B.1	SB_SBBG-Sant	11	35196	40194	188407XX	188407XX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	20	34.01281	-118.49073
Chorizanthe parryi var. fernandina	San Fernando Valley spineflower	Dicots	PDPGN040J1	None	Endangered	G2T1	S1	1B.1	SB_CalBG/RSA	9	41266	23785	19010401	19010401	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	50	33.97291	-118.44837
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	31	41675	41675	20150105	20150105	N	C-Fair	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	100	33.73867	-118.37326
Astragalus tener var. titi	coastal dunes milk-vetch	Dicots	PDFAB0F8R2	Endangered	Endangered	G2T1	S1	1B.1	SB_CalBG/RSA	4	42744	23784	19030412	19030412	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883)		33.98167	-118.33078
Dudleya virens ssp. insularis	island green dudleya	Dicots	PDCRA040S2	None	None	G3?T3	S3	1B.2		3	47066	17598	20100507	20100507	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	70	33.72685	-118.34605
Dudleya virens ssp. insularis	island green dudleya	Dicots	PDCRA040S2	None	None	G3?T3	S3	1B.2		4	47067	17574	1990XXXX	1990XXXX	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Redondo Be	80	33.74151	-118.40606
Dudleya virens ssp. insularis	island green dudleya	Dicots	PDCRA040S2	None	None	G3?T3	S3	1B.2		19	47104	1943	19340607	19340607	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863)		33.70639	-118.29341
Dudleya virens ssp. insularis	island green dudleya	Dicots	PDCRA040S2	None	None	G3?T3	S3	1B.2		20	47105	47105	19460612	19460612	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863)		33.71606	-118.31613
Orcuttia californica	California Orcutt grass	Monocots	PMPOA4G010	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSA	14	47231	26503	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Whittier (33	125	33.94216	-118.13586
Orcuttia californica	California Orcutt grass	Monocots	PMPOA4G010	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSA	13	47232	47232	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Los Alamitos	40	33.83581	-118.11743
Navarretia fossalis	spreading navarretia	Dicots	PDPLM0C080	Threatened	None	G2	S2	1B.1	SB_CalBG/RSA	40	47436	28742	19060719	19060719	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883)		33.9593	-118.35104
Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Dicots	PDAST20095	None	None	G5T1	S1	1B.1	SB_CalBG/RSA	20	47545	79025	20100513	20100513	N	C-Fair	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Venice (331	125	33.89918	-118.41276
Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Dicots	PDAST20095	None	None	G5T1	S1	1B.1	SB_CalBG/RSA	21	47564	79013	20110408	20110408	N	U-Unknown	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Venice (331	20	33.962	-118.44956
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	338	47887	47887	19850123	19850123	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	100	33.70661	-118.29434
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	339	47888	47888	197X12XX	197X12XX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.92112	-118.41194
Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	None	None	G2	S2	1B.2		10	47944	39864	188205XX	188205XX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach (3311872) | T		33.79001	-118.24785
Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	None	None	G2	S2	1B.2		11	47952	26503	189505XX	189505XX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Whittier (3311881) | Sou		33.94216	-118.13586
Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	None	None	G2	S2	1B.2		12	47953	1965	1882XXXX	1882XXXX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	South Gate (3311882)		33.90327	-118.22273
Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	None	None	G2	S2	1B.2		13	47954	83433	19630508	19630508	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	40	33.90781	-118.31103
Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	None	None	G2	S2	1B.2		14	47955	47545	19440415	19440415	N	X-None	Possibly Exti	Circular feat	70	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.90242	-118.39629
Pentachaeta lyonii	Lyon's pentachaeta	Dicots	PDAST6X060	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSA	7	48741	39864	XXXXXXXX	XXXXXXXX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach (3311872) | T		33.79001	-118.24785
Pentachaeta lyonii	Lyon's pentachaeta	Dicots	PDAST6X060	Endangered	Endangered	G1	S1	1B.1	SB_CalBG/RSA	2	48785	34591	188407XX	1994XXXX	N	X-None	Possibly Exti	Circular feat	90	Decreasing	Natural/Nat	Los Angeles	San Pedro (3311863) | To		33.74588	-118.33602
Suaeda esteroa	estuary seablite	Dicots	PDCHE0P0D0	None	None	G3	S2	1B.2		17	48871	34592	19040906	19040906	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863) | To		33.73644	-118.28092
Suaeda esteroa	estuary seablite	Dicots	PDCHE0P0D0	None	None	G3	S2	1B.2		18	48872	A2487	20060121	20060121	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Long Beach	5	33.77163	-118.13387
Athene cunicularia	burrowing owl	Birds	ABNSB10010	None	None	G4	S2		BLM_S-Sensit	571	51258	51258	19210505	19210505	N	U-Unknown	Presumed E	Circular feat	100	Unknown	Natural/Nat	Los Angeles	South Gate (	280	34.05366	-118.24549
Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	Dicots	PDSOL0G0N0	None	None	G5T1Q	S1	3.1		4	55725	55709	20140801	20140801	N	C-Fair	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	100	33.73791	-118.37479
Taxidea taxus	American badger	Mammals	AMAJF04010	None	None	G5	S3		CDFW_SSC-Sp	291	57504	51258	XXXXXXXX	XXXXXXXX	N	U-Unknown	Presumed E	Circular feat	100	Unknown	Natural/Nat	Los Angeles	South Gate (	280	34.05366	-118.24549

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Tryonia imitator	mimic tryonia (=California brackishwater snail)	Mollusks	IMGASJ7040	None	None	G2	S2		IUCN_DD-Dat	30	57937	57921	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	50	33.71045	-118.30057
Crossosoma californicum	Catalina crossosoma	Dicots	PDCRO02020	None	None	G3	S3	1B.2	SB_CalBG/RSA	19	58935	58899	19960301	19960301	N	C-Fair	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	San Pedro (3	580	33.74457	-118.35309
Crossosoma californicum	Catalina crossosoma	Dicots	PDCRO02020	None	None	G3	S3	1B.2	SB_CalBG/RSA	20	58946	58910	20090416	20090416	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	1000	33.74167	-118.34163
Microtus californicus stephensi	south coast marsh vole	Mammals	AMAFF11035	None	None	G5T2T3	S2		CDFW_SSC-Sp	1	58980	58944	19770317	19770317	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Inglewood (3	300	33.99722	-118.3635
Microtus californicus stephensi	south coast marsh vole	Mammals	AMAFF11035	None	None	G5T2T3	S2		CDFW_SSC-Sp	2	58981	1722	19570414	19570414	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3	200	33.99055	-118.38285
Microtus californicus stephensi	south coast marsh vole	Mammals	AMAFF11035	None	None	G5T2T3	S2		CDFW_SSC-Sp	3	58983	85090	2011XXXX	2011XXXX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.96964	-118.43652
Empidonax traillii extimus	southwestern willow flycatcher	Birds	ABPAE33043	Endangered	Endangered	G5T2	S3			42	59152	1965	18950629	18950629	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	South Gate (3311882)		33.90327	-118.22273
Empidonax traillii extimus	southwestern willow flycatcher	Birds	ABPAE33043	Endangered	Endangered	G5T2	S3			43	59153	51258	18940520	18940520	N	U-Unknown	Presumed E	Circular feat	100	Unknown	Natural/Nat	Los Angeles	South Gate (	280	34.05366	-118.24549
Sorex ornatus salicornicus	southern California saltmarsh shrew	Mammals	AMABA01104	None	None	G5T1?	S1		CDFW_SSC-Sp	1	59229	85090	19910228	20090604	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	5	33.96964	-118.43652
Nyctinomops macrotis	big free-tailed bat	Mammals	AMACD04020	None	None	G5	S3		CDFW_SSC-Sp	5	59564	27997	19831007	19831007	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	20	33.7712	-118.18868
Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	None	None	G5T2	S2			33	60109	60073	19450815	19450815	N	X-None	Extirpated	Circular feat	70	Unknown	Natural/Nat	Los Angeles	Seal Beach (	10	33.75431	-118.12182
Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	None	None	G5T2	S2			35	60115	60079	19370307	19370307	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.92414	-118.43289
Eugnosta busckana	Busck's gallmoth	Insects	IILEM2X090	None	None	G1G3	S2S3			4	60416	1534	19581119	19581119	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.93401	-118.43379
Symphyotrichum defoliatum	San Bernardino aster	Dicots	PDASTE80C0	None	None	G2	S2	1B.2	SB_CalBG/RSA	28	60571	80779	19301018	19301018	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (3311873)		33.85124	-118.27455
Coelus globosus	globose dune beetle	Insects	IICOL4A010	None	None	G1G2	S1S2		IUCN_VU-Vuln	16	60666	59331	19730830	19730830	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.94612	-118.44464
Pelecanus occidentalis californicus	California brown pelican	Birds	ABNFC01021	Delisted	Delisted	G4T3T4	S3		BLM_S-Sensit	14	63649	63544	2000XXXX	2000XXXX	N	A-Excellent	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Long Beach	0	33.72344	-118.19059
Pelecanus occidentalis californicus	California brown pelican	Birds	ABNFC01021	Delisted	Delisted	G4T3T4	S3		BLM_S-Sensit	16	63663	63568	20000709	20000709	N	A-Excellent	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	0	33.96092	-118.46304
Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	Endangered	None	G5T1	S1			19	65114	B7047	200103XX	200103XX	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Redondo Be	348	33.8001	-118.38096
Rhaphiomidas terminatus terminatus	El Segundo flower-loving fly	Insects	IIDIP05022	None	None	G1T1	S1			1	65118	65035	200107XX	200107XX	Y	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Redondo Be	341		
Eumops perotis californicus	western mastiff bat	Mammals	AMACD02011	None	None	G4G5T4	S3S4		BLM_S-Sensit	65	66394	66308	19870401	19870401	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3	200	33.93103	-118.30905
Eumops perotis californicus	western mastiff bat	Mammals	AMACD02011	None	None	G4G5T4	S3S4		BLM_S-Sensit	168	66526	23783	19290722	19290722	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3	50	33.88942	-118.31857
Nyctinomops femorosaccus	pocketed free-tailed bat	Mammals	AMACD04010	None	None	G5	S3		CDFW_SSC-Sp	15	68716	68461	19851018	19851018	N	U-Unknown	Presumed E	Circular feat	80	Unknown	Natural/Nat	Los Angeles	Torrance (33	50	33.79001	-118.29745
Nyctinomops femorosaccus	pocketed free-tailed bat	Mammals	AMACD04010	None	None	G5	S3		CDFW_SSC-Sp	16	68717	28742	19941018	19941018	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3	100	33.9593	-118.35104
Lasionycteris noctivagans	silver-haired bat	Mammals	AMACC02010	None	None	G3G4	S3S4		IUCN_LC-Leas	50	68930	68566	19861118	19861118	N	U-Unknown	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Long Beach	10	33.79315	-118.20057
Euphilotes allyni	El Segundo blue butterfly	Insects	IILEPG201B	Endangered	None	G5T1	S1			3	70689	69867	1990XXXX	1990XXXX	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Redondo Be	20	33.80342	-118.39419
Euphilotes allyni	El Segundo blue butterfly	Insects	IILEPG201B	Endangered	None	G5T1	S1			4	70908	70052	2007XXXX	2007XXXX	N	U-Unknown	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Redondo Be	50	33.81491	-118.39049
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	891	72239	71336	20060421	20120522	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	1050	33.76937	-118.37214
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	892	72240	71337	199311XX	199311XX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Redondo Be	650	33.78269	-118.40507
Atriplex coulteri	Coulter's saltbush	Dicots	PDCHE040E0	None	None	G3	S1S2	1B.2	SB_CalBG/RSA	56	74608	23782	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach (3311872)		33.83821	-118.17658
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	47	76611	75742	20050408	20050408	N	U-Unknown	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Redondo Be	100	33.7389	-118.39989
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	48	76662	75744	20080308	20080308	N	B-Good	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Redondo Be	85	33.76341	-118.41889
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	49	76663	1700	XXXXXXXX	XXXXXXXX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (3311873) | Red		33.82921	-118.39056
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	51	76767	75752	20090405	20090405	N	U-Unknown	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Redondo Be	100	33.79697	-118.40738

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	81	78129	77193	20140703	20140703	N	U-Unknown	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	65	33.84299	-118.33022
Symphyotrichum defoliatum	San Bernardino aster	Dicots	PDASTE80C0	None	None	G2	S2	1B.2	SB_CalBG/RSA	76	79628	78718	19320707	19320707	N	X-None	Extirpated	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Long Beach	20	33.78852	-118.13883
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	16	80225	79246	20090222	20090222	N	D-Poor	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Torrance (33	95	33.8075	-118.31861
Nama stenocarpa	mud nama	Dicots	PDHYD0A0H0	None	None	G4G5	S1S2	2B.2		21	81336	80349	192407XX	192407XX	N	U-Unknown	Presumed E:	Circular feat	80	Unknown	Natural/Nat	Los Angeles	Torrance (3311873)		33.78887	-118.28864
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	None	None	G4T2	S2	1B.1	BLM_S-Sensit	80	81879	80900	19730615	19730615	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	20	33.8457	-118.20445
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	None	None	G4T2	S2	1B.1	BLM_S-Sensit	81	81881	80349	19620327	19620327	N	U-Unknown	Presumed E:	Circular feat	80	Unknown	Natural/Nat	Los Angeles	Torrance (3311873)		33.78887	-118.28864
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	None	None	G4T2	S2	1B.1	BLM_S-Sensit	83	81892	1557	19300120	19300120	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.91505	-118.4281
Phrynosoma blainvillii	coast horned lizard	Reptiles	ARACF12100	None	None	G4	S4		BLM_S-Sensit	764	82897	81926	19300819	19300819	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	170	33.73344	-118.29979
Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	None	None	G2	S2	1B.2		33	83691	28742	19060719	19060719	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883)		33.9593	-118.35104
Chenopodium littoreum	coastal goosefoot	Dicots	PDCHE091Z0	None	None	G1	S1	1B.2	SB_SBBG-Sant	1	84489	83468	19040514	19040514	N	X-None	Extirpated	Circular feat	70	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.9559	-118.44603
Riparia riparia	bank swallow	Birds	ABPAU08010	None	Threatened	G5	S3		BLM_S-Sensit	102	85259	84233	1921XXXX	1921XXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	20	33.72983	-118.27637
Riparia riparia	bank swallow	Birds	ABPAU08010	None	Threatened	G5	S3		BLM_S-Sensit	3	85481	84452	19190629	19190629	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	60	33.76402	-118.16737
Coelus globosus	globose dune beetle	Insects	IICOL4A010	None	None	G1G2	S1S2		IUCN_VU-Vul	38	86141	85097	2001XXXX	2001XXXX	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.96716	-118.43843
Tryonia imitator	mimic tryonia (=California brackishwater snail)	Mollusks	IMGASJ7040	None	None	G2	S2		IUCN_DD-Dat	42	86194	85175	20071205	20071205	N	U-Unknown	Presumed E:	Circular feat	50	Unknown	Natural/Nat	Los Angeles	San Pedro (3	59	33.75072	-118.28454
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	85	87361	86322	20090713	20090713	N	B-Good	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	5	33.85474	-118.27864
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	86	87362	86323	20110906	20110906	N	C-Fair	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Inglewood (	100	33.90261	-118.2727
Habroscelimorpha gabbii	western tidal-flat tiger beetle	Insects	IICOL02080	None	None	G2G4	S1			6	87726	39864	XXXXXXXX	XXXXXXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	30	33.79001	-118.24785
Habroscelimorpha gabbii	western tidal-flat tiger beetle	Insects	IICOL02080	None	None	G2G4	S1			8	87727	60935	XXXXXXXX	XXXXXXXX	N	X-None	Possibly Exti	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Seal Beach (	20	33.76188	-118.16108
Phacelia stellaris	Brand's star phacelia	Dicots	PDHYD0C510	None	None	G1	S1	1B.1	SB_CalBG/RSA	15	91447	1557	19320424	19320424	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.91505	-118.4281
Vireo bellii pusillus	least Bell's vireo	Birds	ABPBW01114	Endangered	Endangered	G5T2	S3			561	93062	91988	18950523	18950523	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	South Gate (	150	33.97502	-118.25006
Streptocephalus woottoni	Riverside fairy shrimp	Crustaceans	ICBRA07010	Endangered	None	G1G2	S2		IUCN_EN-End	56	93075	92002	2005XXXX	2005XXXX	N	X-None	Extirpated	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.939	-118.42979
Vireo bellii pusillus	least Bell's vireo	Birds	ABPBW01114	Endangered	Endangered	G5T2	S3			563	93076	92003	20101016	20140403	N	B-Good	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	15	33.96851	-118.42325
Streptocephalus woottoni	Riverside fairy shrimp	Crustaceans	ICBRA07010	Endangered	None	G1G2	S2		IUCN_EN-End	57	93077	92005	2005XXXX	2005XXXX	N	X-None	Extirpated	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.9329	-118.4244
Streptocephalus woottoni	Riverside fairy shrimp	Crustaceans	ICBRA07010	Endangered	None	G1G2	S2		IUCN_EN-End	67	93129	39583	2003XXXX	201007XX	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	80	33.82705	-118.3424
Streptocephalus woottoni	Riverside fairy shrimp	Crustaceans	ICBRA07010	Endangered	None	G1G2	S2		IUCN_EN-End	68	93131	92050	2005XXXX	2005XXXX	N	X-None	Extirpated	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.951	-118.4332
Eryngium aristulatum var. parishii	San Diego button-celery	Dicots	PDAPI0Z042	Endangered	Endangered	G5T1	S1	1B.1	SB_CalBG/RSA	120	96484	95346	19010720	19010720	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883) | V		33.92366	-118.37848
Coccyzus americanus occidentalis	western yellow-billed cuckoo	Birds	ABNRB02022	Threatened	Endangered	G5T2T3	S1		BLM_S-Sensit	201	97015	95877	19210615	19210615	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	30	33.83475	-118.21869
Coccyzus americanus occidentalis	western yellow-billed cuckoo	Birds	ABNRB02022	Threatened	Endangered	G5T2T3	S1		BLM_S-Sensit	202	97020	95887	19150531	19150531	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	30	33.7976	-118.2394
Coccyzus americanus occidentalis	western yellow-billed cuckoo	Birds	ABNRB02022	Threatened	Endangered	G5T2T3	S1		BLM_S-Sensit	203	97028	95888	19230623	19230623	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Long Beach	10	33.79604	-118.205
Coccyzus americanus occidentalis	western yellow-billed cuckoo	Birds	ABNRB02022	Threatened	Endangered	G5T2T3	S1		BLM_S-Sensit	204	97029	1965	19100724	19100724	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	South Gate (	70	33.90327	-118.22273
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	95	98383	97136	19301104	19301104	N	U-Unknown	Presumed E:	Circular feat	80	Unknown	Natural/Nat	Los Angeles	South Gate (3311882) | I		33.94023	-118.24246
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	162	98991	1722	19530502	19530502	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3	200	33.99055	-118.38285
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	163	98992	28742	19170526	19170526	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3	150	33.9593	-118.35104
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	164	98993	85090	19810611	199009XX	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.96964	-118.43652
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	165	98995	1557	19380706	19380706	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.91505	-118.4281
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	166	98996	97654	19380710	19380710	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (33	100	33.87281	-118.37015

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	AccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	167	98997	27997	19670228	19670228	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	20	33.7712	-118.18868
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	382	99118	97751	20150121	20150121	N	C-Fair	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	15	33.98547	-118.4521
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	383	99136	97758	201411XX	202111XX	N	U-Unknown	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.9154	-118.4005
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	384	99141	97762	200811XX	202201XX	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	40	33.79032	-118.25819
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	385	99151	97766	200811XX	202201XX	N	U-Unknown	Presumed E	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Long Beach	29	33.77594	-118.13567
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	408	99712	98295	19851129	19851129	N	U-Unknown	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	100	33.9579	-118.4329
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	409	99745	98324	19851103	19851103	N	U-Unknown	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Torrance (33	100	33.86475	-118.35808
Horkelia cuneata var. puberula	mesa horkelia	Dicots	PDROS0W045	None	None	G4T1	S1	1B.1	SB_CalBG/RSA	67	100201	17565	19310326	19310326	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Redondo Beach (3311874		33.77685	-118.39592
Horkelia cuneata var. puberula	mesa horkelia	Dicots	PDROS0W045	None	None	G4T1	S1	1B.1	SB_CalBG/RSA	68	100202	1557	19320424	19320424	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.91505	-118.4281
Atriplex coulteri	Coulter's saltbush	Dicots	PDCHE040E0	None	None	G3	S1S2	1B.2	SB_CalBG/RSA	102	100548	99025	20120601	20120601	N	U-Unknown	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Redondo Be	10	33.80247	-118.39758
Atriplex coulteri	Coulter's saltbush	Dicots	PDCHE040E0	None	None	G3	S1S2	1B.2	SB_CalBG/RSA	103	100549	99026	19020515	19020515	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883)		33.89139	-118.302
Agelaius tricolor	tricolored blackbird	Birds	ABPBXB0020	None	Threatened	G1G2	S2		BLM_S-Sensit	774	101254	99707	19400510	19400510	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	43	33.9033	-118.324
Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	Dicots	PDSOL0G0N0	None	None	G5T1Q	S1	3.1		6	101506	99959	20180304	20180304	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Redondo Be	300	33.79026	-118.40719
Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	None	None	G3G4	S2	1B.2	SB_CRES-San	76	101704	A0142	20150127	20150127	N	C-Fair	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Redondo Be	25	33.74151	-118.38587
Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Dicots	PDAST20095	None	None	G5T1	S1	1B.1	SB_CalBG/RSA	36	102210	A0653	20010513	20010513	N	U-Unknown	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.90258	-118.41854
Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Dicots	PDAST20095	None	None	G5T1	S1	1B.1	SB_CalBG/RSA	37	102212	A0655	19860401	19860401	N	U-Unknown	Presumed E	Circular feat	80	Unknown	Natural/Nat	Los Angeles	Venice (3311884)		33.94172	-118.43801
Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Dicots	PDAST20095	None	None	G5T1	S1	1B.1	SB_CalBG/RSA	38	102214	A0657	20150520	20150520	N	C-Fair	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	10	33.97083	-118.45858
Isocoma menziesii var. decumbens	decumbent goldenbush	Dicots	PDAST57091	None	None	G3G5T2T3	S2	1B.2	BLM_S-Sensit	101	103371	26479	18970817	18970817	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863) | Lc		33.75713	-118.23704
Sidalcea neomexicana	salt spring checkerbloom	Dicots	PDMAL110J0	None	None	G4	S2	2B.2	USFS_S-Sensit	27	105338	A3696	192205XX	192205XX	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (3311883) | V		34.01264	-118.37575
Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	Dicots	PDSCR0J0C2	Endangered	Endangered	G4?T1	S1	1B.2	BLM_S-Sensit	50	106381	A4685	19010606	19010606	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (3311884) | Bever		33.98812	-118.40409
Coturnicops noveboracensis	yellow rail	Birds	ABNME01010	None	None	G4	S2		CDFW_SSC-Sp	23	106991	A5268	19981020	19981020	N	U-Unknown	Presumed E	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	53	33.8924	-118.4154
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	1	110041	A8262	20100420	20100420	N	B-Good	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	145	33.94184	-118.43758
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	45	110046	A8265	20051124	20051124	N	C-Fair	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	12	33.95844	-118.45092
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	46	110049	A8267	19590510	19590510	N	X-None	Possibly Exti	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	55	33.955	-118.44747
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	47	110050	A8268	20160514	20160514	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	15	33.96252	-118.44982
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	48	110056	A8273	20130202	20130202	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	7	33.96697	-118.43237
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	49	110057	A8276	20130302	20130302	N	B-Good	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Venice (331	54	33.96548	-118.4263
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	50	110063	A8280	20040523	20040523	N	D-Poor	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	24	33.92966	-118.43512

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	51	110064	A8281	19561024	19561024	N	D-Poor	Presumed E:	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Venice (331	181	33.891	-118.40707
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	52	110065	A8282	20160629	20160629	N	D-Poor	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	20	33.89901	-118.41963
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	53	110066	A8283	19610304	19610304	N	D-Poor	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	112	33.88564	-118.40038
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	54	110068	A8285	19890315	19890315	N	D-Poor	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	95	33.87809	-118.40616
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	55	110941	A9105	19650702	19650702	N	D-Poor	Presumed E:	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Redondo Be	94	33.86443	-118.39321
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	56	110947	A9112	20020818	20020818	N	D-Poor	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Redondo Be	72	33.87306	-118.40175
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	57	110948	A9113	19760301	19760301	N	D-Poor	Presumed E:	Circular feat	70	Unknown	Natural/Nat	Los Angeles	Redondo Be	61	33.84152	-118.38969
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	58	110949	A9114	20010422	20010422	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Redondo Be	5	33.80981	-118.39244
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	59	110950	A9115	19680707	19680707	N	D-Poor	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Torrance (33	89	33.80538	-118.31465
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	60	110951	A9117	20121207	20121207	N	U-Unknown	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Torrance (33	91	33.84953	-118.34174
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	61	110952	A9118	20110515	20110515	N	U-Unknown	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Torrance (33	100	33.86373	-118.3576
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	63	110954	A9120	19571028	19571028	N	D-Poor	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Inglewood (	45	33.88753	-118.33924
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	64	110955	A9121	19390529	19390529	N	D-Poor	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	South Gate (	114	33.95471	-118.21127
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	70	110970	A9136	1952XXXX	1952XXXX	N	D-Poor	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Venice (331	34	34.0066	-118.46009
Centromadia pungens ssp. laevis	smooth tarplant	Dicots	PDAST4R0R4	None	None	G3G4T2	S2	1B.1	SB_CalBG/RSA	143	113213	34592	19200420	19200420	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863) | To		33.73644	-118.28092
Atriplex pacifica	south coast saltscale	Dicots	PDCHE041C0	None	None	G4	S2	1B.2	SB_CalBG/RSA	119	113346	B1438	20141230	20141230	N	U-Unknown	Presumed E:	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	35	33.74231	-118.38025
Atriplex pacifica	south coast saltscale	Dicots	PDCHE041C0	None	None	G4	S2	1B.2	SB_CalBG/RSA	120	113347	B1439	20090702	20090702	N	U-Unknown	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	San Pedro (3	50	33.73857	-118.36262
Atriplex pacifica	south coast saltscale	Dicots	PDCHE041C0	None	None	G4	S2	1B.2	SB_CalBG/RSA	121	113348	B1440	20090326	20090326	N	U-Unknown	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	San Pedro (3	345	33.74471	-118.36056
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	401	113598	B1684	20181222	20181222	N	B-Good	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Redondo Be	327	33.79999	-118.38199
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	403	113629	B1714	20141004	20141004	N	D-Poor	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Redondo Be	65	33.85568	-118.39257
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	404	113632	B1718	20180430	20180430	N	D-Poor	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Venice (331	12	33.967	-118.45484
Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	None	None	G3	S3		CDFW_SSC-Sp	405	113643	B1729	20180602	20180602	N	C-Fair	Presumed E:	Circular feat	40	Unknown	Natural/Nat	Los Angeles	Venice (331	144	33.96918	-118.42219
Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	Dicots	PDSOL0G0N0	None	None	G5T1Q	S1	3.1		7	113687	B1772	20090227	20090227	N	U-Unknown	Presumed E:	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Redondo Be	50	33.74098	-118.40305
Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	None	None	G3T2	S2	1B.1	SB_CalBG/RSA	109	114229	B2305	201607XX	201607XX	N	B-Good	Presumed E:	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	17	33.79693	-118.28961
Spea hammondii	western spadefoot	Amphibians	AAABF02020	None	None	G2G3	S3S4		BLM_S-Sensit	1046	116862	B3948	19660425	19660425	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Torrance (33	145	33.84837	-118.37753
Spea hammondii	western spadefoot	Amphibians	AAABF02020	None	None	G2G3	S3S4		BLM_S-Sensit	1047	116863	B3949	19580415	19580415	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	72	33.91872	-118.35075
Spea hammondii	western spadefoot	Amphibians	AAABF02020	None	None	G2G3	S3S4		BLM_S-Sensit	1048	116865	B3951	19380203	19380203	N	X-None	Possibly Exti	Circular feat	50	Unknown	Natural/Nat	Los Angeles	Inglewood (	239	33.94543	-118.30907
Spea hammondii	western spadefoot	Amphibians	AAABF02020	None	None	G2G3	S3S4		BLM_S-Sensit	1049	116866	B3953	19560502	19560502	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Los Alamitos	76	33.88792	-118.11662
Spea hammondii	western spadefoot	Amphibians	AAABF02020	None	None	G2G3	S3S4		BLM_S-Sensit	1082	116931	B4015	19XXXXXX	19XXXXXX	N	X-None	Extirpated	Circular feat	60	Unknown	Natural/Nat	Los Angeles	Torrance (33	42	33.82188	-118.29037
Spea hammondii	western spadefoot	Amphibians	AAABF02020	None	None	G2G3	S3S4		BLM_S-Sensit	1083	116932	B4016	195903XX	195903XX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	1190	33.75948	-118.36297
Astragalus hornii var. hornii	Horn's milk-vetch	Dicots	PDFAB0F421	None	None	GUT1	S1	1B.1	BLM_S-Sensit	28	117528	B4592	189607XX	189607XX	N	X-None	Extirpated	Circular feat	100	Unknown	Natural/Nat	Los Angeles	Newport Beach (3311768		33.78301	-118.06702
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate En	G2	S2		IUCN_EN-End	241	118094	34591	20010324	20010324	N	U-Unknown	Presumed E:	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	1200	33.74588	-118.33602
Glyptostoma gabrielense	San Gabriel chestnut	Mollusks	IMGASB1010	None	None	G2	S3			19	118937	B5925	19530522	19530522	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Long Beach	189	33.86276	-118.23165
Glyptostoma gabrielense	San Gabriel chestnut	Mollusks	IMGASB1010	None	None	G2	S3			23	118949	34591	19XXXXXX	19XXXXXX	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3311863) | To		33.74588	-118.33602

9 QUAD

SciName	ComName	TaxonGroup	ElmCode	FedList	CalList	GRank	SRank	RPlantRank	OthrStatus	OccNumber	EOndx	Mapndx	ElmDate	SiteDate	Sensitive	OccRank	Presence	Accuracy	ccuracyOrde	Trend	OccType	County	Quad	Elevation	Latitude	Longitude
Gonidea angulata	western ridged mussel	Mollusks	IMBIV19010	None	None	G3	S2		IUCN_VU-Vul	153	119087	B6054	XXXXXXXX	1993XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Long Beach	283	34.05581	-118.22744
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	1031	119312	B6262	20110214	20110214	N	B-Good	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Venice (331	16	33.97821	-118.4337
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	1032	119313	B6263	20110318	20110318	N	B-Good	Presumed E	Specific bou	10	Unknown	Natural/Nat	Los Angeles	Venice (331	14	33.97389	-118.43598
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	1033	119314	B6264	20130522	20130522	N	C-Fair	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Venice (331	151	33.93889	-118.43566
Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	None	Candidate End	G2	S2		IUCN_EN-End	314	119453	B6396	20170715	20170715	N	U-Unknown	Presumed E	Circular feat	40	Unknown	Natural/Nat	Los Angeles	San Pedro (3	140	33.7167	-118.31507
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	1037	119742	B6682	20190301	20190301	N	C-Fair	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Torrance (33	389	33.7796	-118.33624
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	1038	119755	B6698	20190708	20190708	N	A-Excellent	Presumed E	Non-specific	30	Unknown	Natural/Nat	Los Angeles	San Pedro (3	165	33.71801	-118.31483
Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	Threatened	None	G4G5T3Q	S2		CDFW_SSC-Sp	1045	119808	1700	19041015	19041015	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Torrance (33	50	33.82921	-118.39056
Cicindela latesignata	western beach tiger beetle	Insects	IICOL02110	None	None	G2G3	S1			3	121048	B7893	19071006	1979XXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	San Pedro (3	19	33.74968	-118.28125
Cicindela latesignata	western beach tiger beetle	Insects	IICOL02110	None	None	G2G3	S1			5	121049	60935	189508XX	1979XXXX	N	X-None	Extirpated	Non-specific	30	Unknown	Natural/Nat	Los Angeles	Seal Beach (	20	33.76188	-118.16108
Cicindela latesignata	western beach tiger beetle	Insects	IICOL02110	None	None	G2G3	S1			21	121066	B7886	19451021	1979XXXX	N	X-None	Extirpated	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Seal Beach (	3	33.76324	-118.11553
Brennania belkini	Belkin's dune tabanid fly	Insects	IIDIP17010	None	None	G1G2	S1S2		IUCN_VU-Vul	5	121299	28742	19580630	19580630	N	X-None	Possibly Exti	Circular feat	90	Unknown	Natural/Nat	Los Angeles	Inglewood (	100	33.9593	-118.35104
Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	Candidate	None	G4T1T2Q	S2		IUCN_EN-End	431	121319	B8250	20220116	20220116	N	U-Unknown	Presumed E	Specific bou	20	Unknown	Natural/Nat	Los Angeles	Redondo Be	62	33.86358	-118.39496

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T05S, R13W	SAN PEDRO.	EXACT LOCATION UNKNO		Developmer	AREA HAS B	OCCURRENC	UNKNOWN	1/16/2013 0:00	San Pedro (3	11	381341	3733670
Zone-11 N3	T04S, R14W	NEAR REDO	EXACT LOCATION UNKNOWN. ORIGINAL LABEL CIT				ONLY SOUR	UNKNOWN	9/26/2013 0:00	Redondo Be	11	371323	3744088
Zone-11 N3	T04S, R14W	REDONDO BEACH.		INHABITED	Other	SENSITIVE T	HISTORICAL	LAX COUNTY	9/14/2012 0:00	Redondo Be	11	371324	3744087
Zone-11 N3	T04S, R14W	REDONDO.	EXACT LOCATION UNKNOWN. MAPPED AS BEST G				ONLY SOUR	UNKNOWN	2/12/1996 0:00	Redondo Be	11	371323	3744088
Zone-11 N3	T05S, R12W	SEAL BEACH	EXACT LOCATIONS UNKNOWN. MAPPED AS BEST				OCCURRENC	UNKNOWN	7/31/2012 0:00	Seal Beach (	11	396922	3734792
Zone-11 N3	T04S, R14W	REDONDO (	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				MAIN SOUR	UNKNOWN	8/28/2009 0:00	Redondo Be	11	371323	3744088
Zone-11 N3	T03S, R12W	DOWNEY CE	EXACT LOCA	SANDY SOIL.			ONLY SOUR	UNKNOWN	9/17/2013 0:00	South Gate (	11	394548	3752804
Zone-11 N3	T04S, R14W	WILDERNES	XERCES SITE	ROOST TREES ARE EUCALYPTUS.			CLUSTERS O	CITY OF RED	9/19/2022 0:00	Torrance (33	11	372843	3744116
Zone-11 N3	T04S, R14W	VIA LA SELV	TREATED AS	EUCALYPTUS WINDROWS IN YARDS O			LARGE CLUS	PVT	9/6/2022 0:00	Redondo Be	11	371822	3741216
Zone-11 N3	T02S, R15W	BALLONA W	XERCES SITE	ROOST TREES CONSIST OF A SMALL, D			10S OBS 198	DFG-BALLON	9/6/2022 0:00	Venice (331	11	366878	3759049
		SENSITIVE	PLEASE CON	HABITAT CO	Over-collect	THREATS INCLUDE HABITAT DESTRUC			9/28/2007 0:00	Torrance (33	0		
Zone-11 N3	T05S, R13W	TERMINAL ISLAND, SAN F		SALINE MEADOWS.			SITE KNOWN	UNKNOWN	5/18/1995 0:00	Long Beach	11	385434	3735914
Zone-11 N3	T05S, R14W	DEFENSE FU	MAPPED TO	HABITAT CO	Other | Non	THREATENE	1993: 28 AP	DOD-NAVY	12/10/2020 0:00	Torrance (33	11	379435	3737734
Zone-11 N3	T04S, R13W	HARBOR LAKE, IN THE SA		NESTING SUBSTRATE IS REEDS.			SUCCESSFUL	UNKNOWN	10/7/1993 0:00	Torrance (33	11	380580	3739179
Zone-11 N3	T02S, R12W	EAST LOS AN	MAPPED EAST OF THE SANTA ANA FREEWAY (I-5) A				ONLY SOUR	UNKNOWN	2/4/1997 0:00	South Gate (	11	394916	3761522
Zone-11 N3	T04S, R12W	BIXBY.	EXACT LOCATION UNKNOWN. MAPPE			THIS AREA IS	ONLY SOUR	UNKNOWN	8/28/2009 0:00	Long Beach	11	391136	3744839
Zone-11 N3	T02S, R15W	PLAYA DEL REY.					ONE EGG SE	DPR-DOCKW	12/7/2007 0:00	Venice (331	11	366147	3757852
Zone-11 N3	T02S, R15W	PLAYA DEL R	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				ONLY SOUR	UNKNOWN	9/17/2013 0:00	Venice (331	11	366387	3758208
Zone-11 N3	T05S, R15W	BLUFFS OF P	ALONG BLU	NATIVE SPP	Developmer	DEVELOPME	CONDITION	UNKNOWN	7/13/1998 0:00	Redondo Be	11	368922	3735907
Zone-11 N3	T05S, R14W	PALOS VERD	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				ONLY SOUR	UNKNOWN	10/7/1991 0:00	Redondo Be	11	370748	3738289
Zone-11 N3	T04S, R12W	HEARTWELL	XERCES SITE	ROOST TREE	Wood cuttir	POSSIBLE TH	CLUSTERS R	CITY OF LON	8/10/2022 0:00	Long Beach	11	395225	3743996
Zone-11 N3	T05S, R14W	PALOS VERD	2 POLYGONS	IN COASTAL	Foot traffic/	INCREASED	24 PLANTS I	CITY OF RAN	11/15/2018 0:00	San Pedro (3	11	376155	3732402
Zone-11 N3	T05S, R13W	TERMINAL ISLAND.		INHABITED	Other	SENSITIVE T	HISTORICAL	UNKNOWN	9/14/2012 0:00	San Pedro (3	11	383997	3734976
Zone-11 N3	T05S, R14W	PALOS VERD	SCATTERED	COASTAL BL	Developmer	GOLF COURS	ABOUT 60 P	PVT, OTHER	5/31/2016 0:00	San Pedro (3	11	375115	3732743
Zone-11 N3	T02S, R15W	MOUTH OF	1965 OBSER	TERNS NEST	Altered floo	EQUESTRIAN	1965: BIRDS	DFG-BALLON	12/10/2012 0:00	Venice (331	11	366401	3759118
Zone-11 N3	T03S, R15W	EL SEGUNDO	ENDEMIC; O	POSSIBLE FO	Non-native	MAIN THREAT IS INVASIC		CITY OF LA-L	10/25/1995 0:00	Venice (331	11	367502	3756197
Zone-11 N3	T03S, R15W	EL SEGUNDO	MAPPED NC	COASTAL DU	Developmer	HOUSING DI	COLLECTED	CITY OF LOS	7/18/2022 0:00	Venice (331	11	367196	3756682
Zone-11 N3	T03S, R15W	EL SEGUNDO	FOUND BEN	LIMITED TO COASTAL SAND DUNES.			TYPE LOCAL	PVT-LAX AIR	3/1/2005 0:00	Venice (331	11	366501	3757121
Zone-11 N3	T03S, R15W	EL SEGUNDO	DUNES, JUS	LARVAE ARE	Developmer	SITE PROPO	THREE LARV	CITY OF LA-L	12/7/1995 0:00	Venice (331	11	367502	3756197
Zone-11 N3	T02S, R15W	BALLONA W	1981: LARGE	HOST PLANT IS SALTGRASS (DISTICHLI			FOUND IN A	DFG-BALLON	12/10/2012 0:00	Venice (331	11	367287	3759720
Zone-11 N3	T03S, R15W	EL SEGUNDO	70% OF AN	LARVAL FOO	Non-native	IN 1984 POF	POPULATIOI	CITY OF LA-L	9/6/2007 0:00	Venice (331	11	367502	3756197
Zone-11 N3	T02S, R15W	FLATS NEAR	BALLONA W	HABITAT RE	Developmer	EXTIRPATED	TYPE LOCAL	UNKNOWN	12/2/2022 0:00	Venice (331	11	366198	3760097

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T02S, R15W	BALLONA W	AREA A. SM	SUBSEQUENT TO 1987 THIS POPULATION WAS EX				DFG-BALLON	12/10/2012 0:00	Venice (331	11	366979	3760177
Zone-11 N3	T02S, R15W	MOUTH OF	1991: ALL TE	101 HA SALT	Altered floo	EXOTIC RED	POPULATIO	DFG-BALLON	12/10/2012 0:00	Venice (331	11	366401	3759118
Zone-11 N3	T04S, R13W	HARBOR LAI	BIRDS USE T	A MAJOR PO	Recreationa	HUMAN DIS	TERNS OBSE	CITY OF LOS	10/20/1998 0:00	Torrance (33	11	380318	3739162
Zone-11 N3	T02S, R15W	MOUTH OF	ABOUT 70 A	LACKS LOW AND MIDDLE		CREEK DIKE	RESTORATIC	DFG-BALLON	12/10/2012 0:00	Venice (331	11	366401	3759118
Zone-11 N3	T05S, R13W	POINT FERM	A 1899 BRAN	DEGEE COLLECTION FROM "SAN PED			SITE MAPPE	UNKNOWN	9/24/2008 0:00	San Pedro (3	11	380142	3730352
Zone-11 N3	T02S, R15W	VICINITY OF	1895 LOCAT	EXTENSIVE M	Developmer	DEVELOPME	ONE RAIL OI	DPR-DOCKW	7/26/2017 0:00	Venice (331	11	366198	3760097
Zone-11 N3	T02S, R15W	PLAYA DEL REY.		INHABITED (	Other	SENSITIVE T	HISTORICAL	DPR-DOCKW	9/14/2012 0:00	Venice (331	11	366147	3757852
Zone-11 N3	T02S, R15W	BALLONA M	VICINITY IS	PRESENTLY MARINA DEL R		MARSHES N	VARIOUS CO	UNKNOWN	2/3/2010 0:00	Venice (331	11	365419	3761573
Zone-11 N3	T03S, R15W	HERMOSA B	EXACT LOCA	SAND DUNES.			TYPE LOCAL	UNKNOWN	8/7/2012 0:00	Redondo Be	11	370140	3748290
Zone-11 N3	T03S, R15W	EL SEGUNDO	EXACT LOCA	IN ESTABLISHED SAND DUNES. NEAR S			COLLECTED	UNKNOWN	8/7/2012 0:00	Venice (331	11	367981	3753655
Zone-11 N3	T02S, R15W	BALLONA BE	MAPPED AT	THE BEACH NORTH OF BALLONA CREE			FORTY-SIX E	DPR-DOCKW	12/7/2007 0:00	Venice (331	11	365285	3759393
Zone-11 N3	T05S, R14W	BETWEEN M	INCLUDES S	HABITAT IS (	Developmer	THREATENE	1980: 7 PRS,	CITY OF RAN	2/2/2021 0:00	San Pedro (3	11	375896	3732958
Zone-11 N3	T05S, R13W	EAST SAN PE	EXACT LOCA	SANDY SEA BEACHES.			OCCURRENC	UNKNOWN	6/11/1996 0:00	San Pedro (3	11	382864	3734096
Zone-11 N3	T03S, R14W	DRY DITCHE	MAPPED AS	IN DRY DITC	Developmer	DEVELOPME	OBSERVED I	UNKNOWN	8/18/2021 0:00	Inglewood (3	11	378510	3752655
Zone-11 N3	T03S, R15W	MANHATTA	LOCATION S	SAND DUNE	Developmer	LOSS OF HA	ONE FEMAL	UNKNOWN	7/15/2022 0:00	Venice (331	11	369339	3750624
Zone-11 N3	T03S, R15W	SAND DUNE	MAPPED NO	DUNE SYSTE	Developmer	HABITAT WA	ABOUT 30 W	LADWP	7/18/2022 0:00	Venice (331	11	368102	3754817
Zone-11 N3	T02S, R15W	SAND DUNE	AT SOUTHW	REMNANT C	Developmer	HABITAT LO	ONE ADULT	DFG-BALLON	7/18/2022 0:00	Venice (331	11	366059	3758917
Zone-11 N3	T02S, R15W	BALLONA W	BALLONA W	FOUND ONLY ON COASTAL SAND DUN			1980: COMN	DFG-BALLON	12/10/2012 0:00	Venice (331	11	367107	3759447
Zone-11 N3	T03S, R15W	MANHATTA	THE BEETLE	THE BEETLE HAS A BIMODAL FLIGHT P			UNCOMMO	LAX COUNTY	9/14/2012 0:00	Venice (331	11	369073	3750904
Zone-11 N3	T05S, R12W	NAPLES.		INHABITED (	Other	SENSITIVE T	HISTORICAL	UNKNOWN	9/14/2012 0:00	Los Alamitos	11	396045	3735643
Zone-11 N3	T05S, R14W	TOP OF SAN PEDRO HILL, BOUNDED B			Non-native p	GRADING AI	PVBB AND A	PVT-S&S CO	1/5/2000 0:00	Torrance (33	11	375212	3735283
Zone-11 N3	T05S, R14W	GULFCREST-	PALO VISTA DRIVE, SEA C		Developmer	GRADING AI	SITE DISCOV	PVT	1/4/2000 0:00	San Pedro (3	11	375747	3733229
Zone-11 N3	T05S, R14W	CANYON NEAR FORRESTAL DR; N & W			ORV activity	ORV'S ACTIV	BOTH PALOS	PVT-PALOS V	1/5/2000 0:00	San Pedro (3	11	375171	3734114
Zone-11 N3	T05S, R14W	ALONG OLD CRENSHAW BLVD BTWN ALTAMIRA & PORTUGUES					SITE DISCOV	PVT-FILIORU	1/5/2000 0:00	Torrance (33	11	373522	3735922
Zone-11 N3	T05S, R14W	NEAR INTERSECTION OF SEACREST DRIVE, CRENSHAW BLVD AN					SITE DISCOV	PVT	1/5/2000 0:00	Torrance (33	11	372781	3736302
Zone-11 N3	T05S, R14W	ALONG TRAILS WEST OF		THE HOST PLANT, ASTRAGALUS, GROV			AREA RECEI	PVT-FILIORU	1/3/2000 0:00	Redondo Be	11	371887	3734957
Zone-11 N3	T05S, R14W	SWITCHBAC	3 LOCATION	39 ASTRAGA	Developmer	CONTINUIN	SITE NEEDS	PVT, CITY OF	10/21/2011 0:00	San Pedro (3	11	376734	3733006
Zone-11 N3	T05S, R15W	AGUA AMARGA CANYON		WEED MAN.	Other	GOPHERS AI	DESIGNATEI	PVT-RANCH(	1/3/2000 0:00	Redondo Be	11	370038	3737080
Zone-11 N3	T05S, R14W	FRED HESSE	ABOUT 15 A	NO ASTRAGALUS SEEN HERE 1983 TH			DESIGNATEI	CITY OF RAN	12/22/2004 0:00	Redondo Be	11	371060	3737122

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T05S, R14W	ALTA VISTA WAY WEST C		FORMERLY A LARGE, UNDISTURBED C			EXTIRPATED	PVT	12/22/2004 0:00	Redondo Be	11	370567	3735678
Zone-11 N3	T03S, R15W	EL SEGUNDO	PRESERVE C	ERIOGONUM	Non-native p	1984: NON-I	POPULATIOI	PVT-CHEVRO	9/5/2007 0:00	Venice (331	11	368596	3753764
Zone-11 N3	T02S, R15W	BALLONA CR	MAPPED AL	HABITAT IS (	Developmer	HABITAT CO	LACM SPECI	DPR-DOCKW	7/21/2016 0:00	Venice (331	11	367248	3760003
Zone-11 N3	T04S, R13W	DOMINGUEZ	EXACT LOCA	GROWING IN	Developmer	PROBABLY E	SITE BASED (	UNKNOWN	11/22/2010 0:00	Torrance (33	11	382089	3746393
Zone-11 N3	T02S, R14W	HYDE PARK.	EXACT LOCATION UNKNOWN. MAPPE			PROBABLY E	ONLY SOUR(	UNKNOWN	12/7/2010 0:00	Inglewood (	11	377074	3760921
Zone-11 N3	T02S, R14W	BALDWIN HILLS, VICINITY		HABITAT IS COASTAL SAG		THREATENE	ONE INDIVI	UNKNOWN	8/10/1989 0:00	Venice (331	11	372277	3761970
Zone-11 N3	T05S, R14W	SUNNYRIDG	MAPPED TO	HABITAT IS COASTAL SAG		THREATENE	1-2 PAIRS OI	UNKNOWN	5/19/2008 0:00	Torrance (33	11	374208	3737214
Zone-11 N3	T02S, R15W	BALLONA W	PRIMARILY A	PAIRS NEST	Non-native p	PRIMARILY I	POP STABLE	DFG-BALLON	12/14/2012 0:00	Venice (331	11	367287	3759720
Zone-11 N3	T99X, R99X,	TERMINAL ISLAND LAND(		SITE CREATE	Other | Non	THREATS IN(	1982: 70 NE	DOD-NAVY	10/20/1998 0:00	San Pedro (3	11	383970	3733879
Zone-11 N3	T05S, R12W	BELMONT SHORE BEACH		SITE SERVES AS A NIGHT ROOST FOR U			MANY FLED(	UNKNOWN	10/20/1998 0:00	Long Beach	11	394612	3735585
Zone-11 N3	T05S, R13W	REEVES FIELD ON TERMI		SITE NOW A	Developmer	LANDFILL &	1974:10-12	PVT	10/20/1998 0:00	Torrance (33	11	383754	3735207
Zone-11 N3	T02S, R15W	BEETHOVEN ST FILL. BAL		NESTING AREA TRIANGULARLY BORDE			FIRST YEAR (	DFG-BALLON	10/21/1998 0:00	Venice (331	11	368241	3760842
Zone-11 N3	T02S, R15W	VENICE BEA	HISTORICALI	PRIOR TO TH	Other | Non	1990 CAT PF	1973-84: ME	DPR-DOCKW	10/21/1998 0:00	Venice (331	11	365219	3759541
Zone-11 N3	T03S, R15W	EL SEGUNDO	REMNANT C	VEG DOM BY ERICAMERI		MUCH OF A	HABITAT FO	CITY OF LOS	7/13/1998 0:00	Venice (331	11	367484	3755764
Zone-11 N3	T03S, R14W	EL NIDO, APPROX 8 MI NW OF LOS ANGELES.					USNM SPEC	UNKNOWN	8/10/1989 0:00	Torrance (33	11	374535	3747924
Zone-11 N3	T03S, R13W	1 MILE WEST LOS ANGELES RIVER, 200 WEST BLOCK OF EAST 68					LACM SPECI	UNKNOWN	1/23/2006 0:00	South Gate (	11	388321	3749353
Zone-11 N3	T05S, R13W	4TH AND DAISY, LONG BEACH.					LACM SPECI	UNKNOWN	1/23/2006 0:00	Long Beach	11	388942	3737492
Zone-11 N3	T03S, R13W	CITY OF CON	1 RECORD FROM JUNCTION OF ROSECRANS AVE &				LACM SPECI	UNKNOWN	1/23/2006 0:00	South Gate (	11	386952	3752103
Zone-11 N3	T02S, R15W	BALLONA CR	TAKEN IN SALTMARSH.				MUSEUM C(	DFG-BALLON	12/14/2012 0:00	Venice (331	11	366401	3759118
Zone-11 N3	T04S, R14W	SOUTH COA	EXPERIMEN	THE BOTANIC GARDEN SITE WAS AN (			EXPERIMEN	LAX COUNTY	10/19/1998 0:00	Torrance (33	11	375412	3738921
Zone-11 N3	T04S, R12W	BRYANT RAN	COLLECTED IN T04S R12W NW 1/4 SECTION 31.				ONLY SOUR(	UNKNOWN	3/17/1997 0:00	Long Beach	11	390574	3739048
Zone-11 N3	T05S, R14W	PALOS VERD	WOODRATS	SITE IS MAD	Developmer	THREATENE	19 ADULTS T	UNKNOWN	11/5/1996 0:00	San Pedro (3	11	374739	3733197
Zone-11 N3	T05S, R14W	PALOS VERD	PALOS VERD	MOST FOUN	Developmer	THREATENE	1980: 5PRS.	CITY OF RAN	1/29/2021 0:00	Redondo Be	11	370611	3734792
Zone-11 N3	T05S, R15W	AGUA AMAR	1993-95 STU	HABITAT WA	Developmer	THREATENE	1980: 3 PRS	CITY OF RAN	2/12/2021 0:00	Redondo Be	11	370438	3736941
Zone-11 N3	T05S, R14W	BOUNDED B	KLONDIKE C	HABITAT: CO	Developmer	THREATENE	1972: 2UNK.	CITY OF RAN	2/2/2021 0:00	San Pedro (3	11	374504	3734739
Zone-11 N3	T02S, R14W	INGLEWOOD, NEAR LOS ANGELES.					ONLY SOUR(	UNKNOWN	2/4/1997 0:00	Inglewood (	11	375170	3758465
Zone-11 N3	T02S, R13W	LOS ANGELE	MAPPED SOUTH OF MANCHESTER AVE & WEST OF				MAPPED BA	UNKNOWN	8/27/1998 0:00	Inglewood (	11	382808	3758227
Zone-11 N3	T05S, R13W	AT HARBOR	6 POLYGONS	IN NARROW	Other | Foo	TRAILS, SHE	HARBOR PA	DOD-NAVY,	2/8/2019 0:00	Torrance (33	11	380392	3738446
Zone-11 N3	T02S, R15W	BALLONA M	MAPPED AC	EDGE OF SALT MARSH SUPPORTING S			30 PLANTS S	DFG-BALLON	8/10/2015 0:00	Venice (331	11	367838	3760723
Zone-11 N3	T02S, R15W	BALLONA M	EXACT LOCA	GROWING IN SALT MARS		NO LONGER	SITE BASED (	DFG-BALLON	10/1/2015 0:00	Venice (331	11	366198	3760097
Zone-11 N3	T04S, R14W	MADRONA MARSH, AT M		HABITAT CONSISTS OF A VERNAL POO			75-100 INDI	CITY OF TOR	9/22/1998 0:00	Torrance (33	11	375777	3743790
Zone-11 N3	T04S, R14W	MADRONA I	MAPPED AC	ALONG THE INNER AND OUTER EDGES			SEVERAL TH	CITY OF TOR	8/5/2015 0:00	Torrance (33	11	375832	3743773

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T04S, R14W	CLIFTON, EAST OF REDONDO STATE BEACH.					HISTORIC SI	UNKNOWN	4/10/2003 0:00	Redondo Be	11	372168	3743796
Zone-11 N3	T03S, R15W	MARINA DEI	COLLECTION LOCALITIES INCLUDEL: DEL REY, PLAY				HISTORIC SI	UNKNOWN	4/10/2003 0:00	Venice (331	11	368233	3755463
Zone-11 N3	T04S, R13W	WILMINGTON, LOS ANGELES.					HISTORIC SI	UNKNOWN	4/10/2003 0:00	Long Beach	11	384477	3739572
Zone-11 N3	T04S, R12W	LONG BEACI	MAPPED BY	SALT MARSH	Developmer	ENTIRE ARE/	SITE BASED (	UNKNOWN	8/18/2009 0:00	Long Beach	11	390574	3739048
Zone-11 N3	T02S, R15W	BALLONA, P	EXACT LOCATION UNKNOWN. MAPPED AS BEST G				ONLY SOUR(	UNKNOWN	11/17/1998 0:00	Venice (331	11	366198	3760097
Zone-11 N3	T02S, R15W	DUNES OF C	EXACT LOCA	COASTAL DUNES.			ONLY SOUR(	UNKNOWN	5/15/2015 0:00	Beverly Hills	11	362349	3764578
Zone-11 N3	T02S, R15W	BALLONA HA	MAPPED IN VICINITY OF		Developmer	MUCH OF TH	ONLY SOUR(	DFG-BALLON	9/29/2008 0:00	Venice (331	11	366198	3760097
Zone-11 N3	T05S, R14W	ABALONE C(	MAPPED AS	SOUTHERN (	Non-native p	NON-NATIV	1 PLANT OB	CITY OF RAN	5/11/2016 0:00	San Pedro (3	11	372791	3734027
Zone-11 N3	T02S, R14W	NEAR HYDE	EXACT LOCA	LOW GROUI	Developmer	DEVELOPME	ONLY SOUR(	UNKNOWN	2/22/2017 0:00	Inglewood (3	11	377074	3760921
Zone-11 N3	T05S, R14W	PALOS VERD	TWO POLYO	ROCKY OUT(	Developmer	CITY OF PAL	UNKNOWN	PVT, UNKNC	12/12/2012 0:00	San Pedro (3	11	375293	3732683
Zone-11 N3	T05S, R15W	PALOS VERD	2 POLYGONS	ROCKY OUT(	Developmer	DEVELOPME	UNKNOWN	UNKNOWN	12/12/2012 0:00	Redondo Be	11	369756	3734384
Zone-11 N3	T05S, R13W	POINT FERM	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				ONLY SOUR(	UNKNOWN	1/28/2002 0:00	San Pedro (3	11	380142	3730352
Zone-11 N3	T05S, R14W	WHITES POI	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				ONLY SOUR(	UNKNOWN	1/28/2002 0:00	San Pedro (3	11	378051	3731451
Zone-11 N3	T03S, R12W	NEAR DOWNEY, WEST LOS ANGELES COUNTY.					COLLECTED	UNKNOWN	2/14/2002 0:00	South Gate (	11	395032	3756324
Zone-11 N3	T04S, R12W	NEAR LAKEWOOD, WEST LOS ANGELES COUNTY.					COLLECTED	UNKNOWN	2/14/2002 0:00	Los Alamitos	11	396606	3744512
Zone-11 N3	T02S, R14W	SINK NEAR I	EXACT LOCA	IN SINK.			ONLY SOUR(	UNKNOWN	3/15/2002 0:00	Inglewood (3	11	375170	3758465
Zone-11 N3	T03S, R15W	SAND DUNE	BEHIND CITY	REMNANT S	Developmer	HEAVY RECR	SEEN IN 200	CITY OF MAI	6/15/2016 0:00	Venice (331	11	369375	3751875
Zone-11 N3	T02S, R15W	BALLONA W	ON A NARR(	ON COASTA	Other | Roa	MECHANICA	LIKELY OBSE	DFG-BALLON	6/15/2016 0:00	Venice (331	11	366071	3758889
Zone-11 N3	T05S, R14W	POINT FERM	XERCES SITE	HABITAT CO	Wood cuttin	REMOVAL O	100-200 REF	DHS-COAST	11/17/2015 0:00	San Pedro (3	11	380057	3730378
Zone-11 N3	T03S, R15W	RECREATION	XERCES SITE	AUTUMNAL	Other	MUSIC BANI	100S OBSER	CITY OF EL S	10/30/2015 0:00	Venice (331	11	369484	3754307
Zone-11 N3	T04S, R13W	WILMINGTON.			Developmer	AREA HAS B	ONLY SOUR(	UNKNOWN	2/11/2015 0:00	Long Beach	11	384477	3739572
Zone-11 N3	T03S, R12W	DOWNEY.			Developmer	AREA HAS B	ONLY SOUR(	UNKNOWN	2/11/2015 0:00	South Gate (	11	395032	3756324
Zone-11 N3	T03S, R13W	COMPTON.			Developmer	AREA HAS B	OCCURRENC	UNKNOWN	2/11/2015 0:00	South Gate (	11	386952	3752103
Zone-11 N3	T03S, R14W	JUNCTION C	EXACT LOCA	IN GRASSY M	Developmer	AREA HAS B	SITE BASED (	UNKNOWN	2/11/2015 0:00	Inglewood (3	11	378793	3752708
Zone-11 N3	T03S, R14W	NEAR JUNCT	EXACT LOCA	ON MARGIN	Developmer	AREA HAS B	ONLY SOUR(	UNKNOWN	2/11/2015 0:00	Venice (331	11	370902	3752214
Zone-11 N3	T04S, R13W	WILMINGTON.					LOCATION B	UNKNOWN	9/6/2002 0:00	Long Beach	11	384477	3739572
Zone-11 N3	T05S, R14W	PALOS VERD	EXACT LOCATION UNKNC		Developmer	AREA HAS B	TYPE LOCAL	UNKNOWN	10/2/2012 0:00	San Pedro (3	11	376250	3734781
Zone-11 N3	T05S, R13W	BORDERS OI	EXACT LOCA	BORDERS OI	Developmer	DEVELOPME	ONLY SOUR(	UNKNOWN	11/10/2016 0:00	San Pedro (3	11	381341	3733670
Zone-11 N3	T05S, R12W	BELMONT SI	MAPPED BY	DISTURBED SALT MARSH IN SANDY SC			SITE BASED (	CITY OF LON	11/4/2016 0:00	Long Beach	11	395008	3737413
Zone-11 N3	T01S, R13W	HERMON HI	UNABLE TO FIND ANY REFERENCE TO "HERMON H				MVZ EGG SE	UNKNOWN	5/9/2003 0:00	Los Angeles	11	385050	3768805
Zone-11 N3	T05S, R14W	ON TOP (ED(	ALONG WES	ADJACENT S	Non-native p	TOP OF POI	50-75 PLANT	CITY OF RAN	5/10/2016 0:00	San Pedro (3	11	372648	3733945
Zone-11 N3	T01S, R13W	LOS ANGELE	NO OTHER LOCATION INFORMATION GIVEN.				1 COLLECTEI	UNKNOWN	1/5/2005 0:00	Los Angeles	11	385050	3768805

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T05S, R14W	SAN PEDRO	USNM RECORD GIVES "NEAREST PLACE NAME" AS				USNM #153	UNKNOWN	11/5/2004 0:00	San Pedro (3	11	379485	3730811
Zone-11 N3	T05S, R14W	RANCHO PA	EAST OF DR/	RIPARIAN H/	Developmer	PROPOSED (	2 PLANTS O	CITY OF RAN	9/16/2019 0:00	San Pedro (3	11	374667	3734658
Zone-11 N3	T05S, R14W	FORRESTAL	3 POLYGONS	COASTAL SA	Developmer	THREATENE	SW POLY: 2	CITY OF RPV	9/24/2018 0:00	San Pedro (3	11	375725	3734321
Zone-11 N3	T02S, R14W	BALDWIN H	1977 SPECIMENS COLLECTED AT THIS SPECIFIC LO				2 FEMALE SI	UNKNOWN	12/22/2004 0:00	Inglewood (	11	374074	3762685
Zone-11 N3	T02S, R14W	CULVER CIT	EXACT LOCATION NOT KNOWN, MAPPED IN THE G				1 M & 8 U SI	UNKNOWN	12/22/2004 0:00	Venice (331	11	372277	3761970
Zone-11 N3	T02S, R15W	BALLONA W	MAPPED AT	2009 COLLE	Non-native	A VARIETY C	1925: 6 COL	DFG-BALLON	10/12/2018 0:00	Venice (331	11	367287	3759720
Zone-11 N3	T03S, R13W	COMPTON.	NO OTHER LOCATION INFORMATION GIVEN, MAP				MVZ #649, N	UNKNOWN	1/4/2005 0:00	South Gate (	11	386952	3752103
Zone-11 N3	T01S, R13W	LOS ANGELE	NO OTHER LOCATION INFORMATION GIVEN, MAP				MVZ #2205	UNKNOWN	1/5/2005 0:00	Los Angeles	11	385050	3768805
Zone-11 N3	T02S, R15W	BALLONA W	COLLECTED AT: 1-BALLOI		Non-native	A VARIETY C	BC: 1 FEM 2	DFG-BALLON	12/10/2012 0:00	Venice (331	11	367287	3759720
Zone-11 N3	T05S, R13W	LONG BEACI	EXACT LOCATION NOT KNOWN; MAPPED IN GENE				ONE FEMAL	UNKNOWN	1/21/2005 0:00	Long Beach	11	389931	3737422
Zone-11 N3	T05S, R12W	ALAMITOS BAY.					HISTORICAL	UNKNOWN	2/17/2005 0:00	Los Alamitos	11	396101	3735480
Zone-11 N3	T03S, R15W	EL SEGUNDO	EXACT LOCATION UNKNOWN; MAPPED ALONG DO				HISTORICAL	DPR-DOCKW	2/17/2005 0:00	Venice (331	11	367552	3754669
Zone-11 N3	T03S, R15W	EL SEGUNDO	LOCATION C	COMSTOCK HOLOTYPE LOCATION. PR			HOLOTYPE N	CITY OF LOS	2/23/2023 0:00	Venice (331	11	367484	3755764
Zone-11 N3	T04S, R13W	LAGUNA DO	EXACT LOCA	DRY BOTTOI	Developmer	SITE PRESUI	ONLY SOUR(	UNKNOWN	11/24/2010 0:00	Torrance (33	11	382089	3746393
Zone-11 N3	T03S, R15W	EL SEGUNDO	INCLUDES L(	SCH81R0001: NOTED AS OCCURRING			1 SPECIMEN	CITY OF LOS	8/24/2012 0:00	Venice (331	11	366501	3757121
Zone-11 N3	T99X, R99X,	EASTERN AI	ROOST NUM	COMBINED BREAKWATEI		POTENTIAL	DAY & NIGH	LONG BEACI	12/29/2005 0:00	Long Beach	11	389693	3732128
Zone-11 N3	T99X, R99X,	MARINA DEI	ROOST NUM	BREAKWATE	Recreationa	POTENTIAL	MAJOR DAY	MARINA DEI	1/4/2006 0:00	Venice (331	11	364823	3758787
Zone-11 N3	T04S, R14W	MALAGA DUNES.		A PERCHED	Other	THREATENE	SPECIES DIS(	UNKNOWN	2/25/2021 0:00	Redondo Be	11	372168	3740849
		SENSITIVE	PLEASE CON	A PERCHED DUNE FORMATION IN UPPER MALAGA CANYON, TH					2/25/2021 0:00	Redondo Be	0		
Zone-11 N3	T03S, R14W	SW LOS ANG	EXACT LOCATION UNKNOWN. MAPPED ACCORDIN				1 MALE AND	UNKNOWN	9/21/2006 0:00	Inglewood (	11	379010	3755281
Zone-11 N3	T03S, R14W	GARDENA.	EXACT LOCATION UNKNOWN. MAPPED ACCORDIN				SPECIMEN C	UNKNOWN	11/1/2006 0:00	Inglewood (	11	378070	3750677
Zone-11 N3	T04S, R14W	HARBOR CIT	LOCATION GIVEN ONLY AS 'HARBOR". MAPPED AC				1 FEMALE SI	UNKNOWN	3/14/2007 0:00	Torrance (33	11	379884	3739630
Zone-11 N3	T02S, R14W	INGLEWOOD.					1 MALE SPE(	UNKNOWN	3/14/2007 0:00	Inglewood (	11	375170	3758465
Zone-11 N3	T04S, R13W	LONG BEACI	MAPPED ACCORDING TO LOCALITY DESCRIPTION A				1 MALE SPE(	UNKNOWN	3/20/2007 0:00	Long Beach	11	388858	3739869
Zone-11 N3	T04S, R14W	MALAGA CO	AREA IS APP	THE SITE WI	Non-native	SITE HEAVIL	DISCOVERED	UNKNOWN,	9/11/2007 0:00	Redondo Be	11	370948	3741233
Zone-11 N3	T04S, R14W	MIRAMAR PARK, REDONDO BEACH.					BUTTERFLIE	CITY OF TOR	9/27/2007 0:00	Redondo Be	11	371308	3742503
Zone-11 N3	T05S, R14W	ALONG INDI	MAPPED AC	CAGN OBSEI	Developmer	DEVELOPME	2 INDIVIDUA	CITY OF RAN	12/10/2020 0:00	Torrance (33	11	372940	3737431
Zone-11 N3	T04S, R15W	BETWEEN V	MAPPED TO	FROM 2007	Developmer	FURTHER DE	1 PAIR DETE	CITY OF PAL	2/16/2021 0:00	Redondo Be	11	369909	3738949
Zone-11 N3	T04S, R12W	BIXBY.	EXACT LOCATION UNKNOWN. MAPPE			THIS AREA IS	ONLY SOUR(	UNKNOWN	2/18/2009 0:00	Long Beach	11	391136	3744839
Zone-11 N3	T05S, R15W	PALOS VERD	ON LONG PO	MOSTLY DIS	Developmer	SOME DEVE	TWO SMALL	PVT?	5/11/2016 0:00	Redondo Be	11	370324	3734087
Zone-11 N3	T05S, R15W	PALOS VERD	TRAILHEAD	COASTAL BL	Other	LANDSLIDE /	8 PLANTS SE	CITY OF PAL	7/30/2009 0:00	Redondo Be	11	368600	3736828
Zone-11 N3	T04S, R14W	REDONDO.	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				ONLY SOUR(	UNKNOWN	7/3/2009 0:00	Redondo Be	11	371323	3744088
Zone-11 N3	T04S, R15W	FLAT ROCK F	EXACT LOCA	COASTAL BLUFF SCRUB.			~100 PLANT	CITY OF PAL	7/3/2009 0:00	Redondo Be	11	369717	3740535

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T04S, R14W	WEST SIDE (	TRIANGULAI	HIGHLY DIST	Developmer	SITE TO BE D	"VERY COMI	PVT	8/7/2015 0:00	Torrance (33	11	376926	3745543
Zone-11 N3	T04S, R12W	BRYANT RAI	MAPPED BY	EDGE OF FIE	Developmer	SITE PRESUI	ONLY SOUR(	UNKNOWN	4/28/2010 0:00	Long Beach	11	394568	3739290
Zone-11 N3	T04S, R14W	ABOUT 70 M	LOCATION N	HABITAT CO	Developmer	DEVELOPME	TWO (4-5 IN	PVT	6/30/2010 0:00	Torrance (33	11	377950	3741594
Zone-11 N3	T04S, R13W	BIXBY SLOU(	BIXBY SLOUGH IS NOW HARBOR REGIONAL PARK.				ONLY SOUR(	UNKNOWN	10/11/2010 0:00	Torrance (33	11	380698	3739493
Zone-11 N3	T04S, R13W	WEST OF LO	ALONG OVE	IN DISTURBED WEEDY AREA WITH SAI			ONLY SOUR(	UNKNOWN	12/20/2010 0:00	Long Beach	11	388567	3745700
Zone-11 N3	T04S, R13W	NORTHEAST	EXACT LOCA	FORMING BRIGHT GOLDEN PATCHES .			ONLY SOUR(	UNKNOWN	5/6/2019 0:00	Torrance (33	11	380698	3739493
Zone-11 N3	T03S, R15W	EL SEGUNDO	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				ONLY SOUR(	UNKNOWN	11/30/2010 0:00	Venice (331	11	367981	3753655
Zone-11 N3	T05S, R14W	VICINITY OF	SDNHM SPE	2009 AERIAL PHOTO SHOWS THAT TH			SDNHM SPE	UNKNOWN	3/3/2011 0:00	San Pedro (3	11	379589	3733359
Zone-11 N3	T02S, R14W	SINK NEAR I	EXACT LOCATION UNKNO		Developmer	AREA HAS B	SITE IS BASE	UNKNOWN	2/11/2015 0:00	Inglewood (	11	375170	3758465
Zone-11 N3	T02S, R15W	PLAYA DEL R	EXACT LOCATION UNKNOWN. MAPPE			MAGNEY ST.	ONLY SOUR(	UNKNOWN	8/10/2011 0:00	Venice (331	11	366387	3758208
Zone-11 N3	T99X, R99X,	AREA OF SA	WFVZ EGG S	AERIAL IMAGE (2010) SHOWS THAT T			2 LARGE CO	UNKNOWN	12/2/2011 0:00	San Pedro (3	11	381753	3732933
Zone-11 N3	T05S, R12W	OCEAN BLUI	LOCATION S	NEST WAS LOCATED IN THE BACK OF .			NEST WITH 4	CITY OF LON	12/6/2011 0:00	Long Beach	11	391895	3736603
Zone-11 N3	T02S, R15W	BALLONA W	BALLONA W	FOUND IN DUNE AREAS.			NOT FOUND	DFG-BALLON	12/10/2012 0:00	Venice (331	11	367107	3759447
Zone-11 N3	T05S, R13W	KNOLL HILL	NO INFORM	NO OBVIOUS SUITABLE H		THERE IS AN	100 COLLEC	CITY OF LOS	2/24/2012 0:00	Torrance (33	11	381025	3735257
Zone-11 N3	T04S, R13W	SCATTERED	MAPPED AL	BASE OF SLO	Waterway b	THREATENE	627 PLANTS	LAX COUNTY	7/12/2012 0:00	Torrance (33	11	381715	3746786
Zone-11 N3	T03S, R13W	OIL FIELD AT	ACTIVE OIL F	OIL FIELD.	Other	DISTURBED	100-500 PLA	PVT?	7/12/2012 0:00	Inglewood (	11	382331	3752087
Zone-11 N3	T04S, R13W	WILMINGTO	LOCALITY ST	AIR PHOTOS SUGGEST AREA IS FULLY			NAGANO (19	UNKNOWN	9/19/2012 0:00	Long Beach	11	384477	3739572
Zone-11 N3	T05S, R12W	LONG BEACI	LOCALITY ST	AIR PHOTOS SUGGEST NAPLES IS FULL			NAGANO (19	UNKNOWN	9/19/2012 0:00	Long Beach	11	392475	3736360
Zone-11 N3	T03S, R15W	EL SEGUNDO	EXACT LOCA	SAND DUNES, NEAR STRAND.			ONLY SOUR(	UNKNOWN	9/18/2013 0:00	Venice (331	11	367981	3753655
Zone-11 N3	T02S, R13W	FLORENCE, \	EXACT LOCA	MAJORITY OF AREA HAS BEEN DEVEL(			UNKNOWN	UNKNOWN	4/7/2014 0:00	South Gate (	11	384522	3760090
Zone-11 N3	T03S, R15W	LOS ANGELE	MAPPED TO	SITE WAS DE	Developmer	CONSIDERE(	CYST-BEARIN	PVT	5/21/2014 0:00	Venice (331	11	367861	3756313
Zone-11 N3	T02S, R15W	ALONG DRA	SITE PART O	HABITAT CO	Recreationa	RECREATION	3 ADULTS &	DFG-BALLON	4/29/2014 0:00	Venice (331	11	368511	3759578
Zone-11 N3	T03S, R15W	LOS ANGELE	MAPPED TO	SITE WAS DE	Developmer	CONSIDERE(	CYST-BEARIN	PVT	5/21/2014 0:00	Venice (331	11	368350	3755629
Zone-11 N3	T04S, R14W	MADRONA	MARSH PRES	44-ACRE PRESERVE PROTECTING THE			3 CYSTS FOU	CITY OF TOR	4/14/2014 0:00	Torrance (33	11	375777	3743790
Zone-11 N3	T02S, R15W	LOS ANGELE	MAPPED TO	SITE WAS DE	Developmer	CONSIDERE(	CYST-BEARIN	PVT	5/21/2014 0:00	Venice (331	11	367565	3757648
Zone-11 N3	T03S, R14W	WISEBURN.	EXACT LOCATION UNKNO		Developmer	AREA HAS B	ONLY SOUR(	UNKNOWN	3/3/2015 0:00	Venice (331	11	372581	3754547
Zone-11 N3	T04S, R13W	DOMINGUE:	MAPPED GE	ORIGINAL C(	Developmer	HISTORICAL	SET OF 3 EG	UNKNOWN	4/13/2015 0:00	Long Beach	11	387235	3744502
Zone-11 N3	T04S, R13W	VICINITY OF	JAY SPECIME	NESTS IN WI	Developmer	HISTORICAL	2 EGG SETS	UNKNOWN	5/8/2015 0:00	Long Beach	11	385269	3740405
Zone-11 N3	T04S, R13W	LOS ANGELE	EXACT LOCA	NEST DESCR	Developmer	MOST OF TH	BIRD FLUSH	UNKNOWN	4/13/2015 0:00	Long Beach	11	388452	3740194
Zone-11 N3	T03S, R13W	VICINITY OF	EXACT COLL	NEST MADE	Developmer	A HISTORICA	3 EGGS COLI	UNKNOWN	6/3/2015 0:00	South Gate (	11	386952	3752103
Zone-11 N3	T03S, R13W	WATTS.	EXACT LOCA	WITH DISTIC	Developmer	LOTS OF DE\	ONLY SOUR(	UNKNOWN	8/6/2015 0:00	South Gate (	11	385177	3756225
Zone-11 N3	T02S, R14W	BALDWIN HI	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				COLLECTION	UNKNOWN	9/29/2015 0:00	Venice (331	11	372277	3761970
Zone-11 N3	T02S, R14W	INGLEWOOI	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				COLLECTION	UNKNOWN	9/29/2015 0:00	Inglewood (	11	375170	3758465
Zone-11 N3	T02S, R15W	BALLONA W	MAPPED BY CNDDB NON-SPECIFICALLY ACROSS TH				COLLECTION	DFG-BALLON	12/15/2020 0:00	Venice (331	11	367287	3759720
Zone-11 N3	T03S, R15W	EL SEGUNDO	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				COLLECTION	UNKNOWN	9/29/2015 0:00	Venice (331	11	367981	3753655
Zone-11 N3	T03S, R14W	NORTH RED(	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				COLLECTION	PVT	10/14/2015 0:00	Torrance (33	11	373276	3748899

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T05S, R13W	LONG BEACI	EXACT LOCATION UNKNOWN. MAPPED BY CNDDB				COLLECTION	UNKNOWN	9/29/2015 0:00	Long Beach	11	389931	3737422
Zone-11 N3	T02S, R15W	NORTH SIDE	MAPPED TO	ROOST TREES WERE EUCALYPTUS LIN			48 OBSERVE	UNKNOWN	10/28/2015 0:00	Venice (331	11	365873	3761495
Zone-11 N3	T03S, R15W	CHEVRON E	CHEVRON EL SEGUNDO REFINERY. XERCES SITE #2				250 OBSERV	PVT-CHEVRO	8/24/2022 0:00	Venice (331	11	370533	3753659
Zone-11 N3	T04S, R13W	BANNING PA	XERCES SITE #2887.				125 OBSERV	CITY OF LOS	9/6/2022 0:00	Torrance (33	11	383519	3739619
Zone-11 N3	T05S, R12W	RECREATION	XERCES SITE	THANKSGIVING COUNTS BEGAN IN 19			NORTH SITE	CITY OF LON	9/6/2022 0:00	Long Beach	11	394846	3737892
Zone-11 N3	T02S, R15W	"CROSS CRE	ADDRESS GI	ROOST TREES WERE PINES AND MAPL			UP TO 250 C	PVT	11/25/2015 0:00	Venice (331	11	367603	3758413
Zone-11 N3	T03S, R14W	EL NIDO PAF	"NORTHWES	ROOST TREES WERE EUCALYPTUS.			50-75 OBSEI	CITY OF TOR	12/16/2015 0:00	Torrance (33	11	374381	3747990
Zone-11 N3	T05S, R14W	PALOS VERD	EXACT LOCA	HILLSIDE.	Developmer	THERE HAS I	SITE BASED	UNKNOWN	1/20/2016 0:00	Redondo Be	11	370748	3738289
Zone-11 N3	T03S, R15W	EL SEGUNDO	EXACT LOCA	SAND DUNE	Developmer	THERE HAS I	ONLY SOUR(	UNKNOWN	1/28/2016 0:00	Venice (331	11	367981	3753655
Zone-11 N3	T04S, R15W	PALOS VERD	MAPPED AC	JUST ABOVE HIGH TIDE LINE ON ROCK			ONLY SOUR(	CITY OF PAL	2/1/2016 0:00	Redondo Be	11	370634	3741132
Zone-11 N3	T03S, R14W	GARDENA.	EXACT LOCATION UNKNO		Developmer	SITE PRESUI	ONLY SOUR(	UNKNOWN	2/2/2016 0:00	Inglewood (	11	379607	3750876
Zone-11 N3	T03S, R14W	ABOUT 3 MI	LOCATION D	THE AREA HAS BEEN COMPLETELY DE			4-200 BIRDS	UNKNOWN	4/21/2016 0:00	Inglewood (	11	377589	3752223
Zone-11 N3	T04S, R15W	BLUFF COVE	MAPPED AS	ON BLUFF-T	Road/trail c	TRAIL OR RO	WEST POLY(	CITY OF PAL	1/4/2019 0:00	Redondo Be	11	369725	3739791
Zone-11 N3	T05S, R14W	NW SIDE OF	MAPPED AS	SOUTHERN (	Non-native	NON-NATIV	IN 2015, PO	CITY OF RAN	5/31/2016 0:00	Redondo Be	11	371626	3734359
Zone-11 N3	T03S, R15W	MANHATTA	MAPPED AS	DUNE FRAGMENT.			ONLY SOUR(	UNKNOWN	6/20/2016 0:00	Venice (331	11	368846	3752260
Zone-11 N3	T03S, R15W	EL SEGUNDO	MAPPED AS	FLATS AT FOOT OF DUNES WITH ERIO			SITE BASED	UNKNOWN	6/20/2016 0:00	Venice (331	11	367107	3756625
Zone-11 N3	T02S, R15W	WEST BANK	MAPPED AS	OPEN UPLAI	Non-native	NON-NATIV	APPROXIMA	CITY OF LOS	6/22/2016 0:00	Venice (331	11	365252	3759880
Zone-11 N3	T05S, R13W	TERMINAL IS	EXACT LOCATION UNKNO		Developmer	BASED ON A	ONLY SOUR(	UNKNOWN	9/8/2016 0:00	Long Beach	11	385434	3735914
Zone-11 N3	T02S, R14W	BETWEEN W	EXACT LOCA	HILLSIDE.			ONLY SOUR(	UNKNOWN	2/9/2017 0:00	Hollywood (	11	372967	3764410
Zone-11 N3	T02S, R15W	MESMER, EA	MAPPED BY CNDDB AS B		Developmer	SITE LIKELY I	ONLY SOUR(	UNKNOWN	5/16/2017 0:00	Venice (331	11	370312	3761727
Zone-11 N3	T03S, R15W	THE STRAND	MAPPED GENERALLY, BASED ON SPECIMEN LOCAL				INJURED BIR	UNKNOWN	7/12/2017 0:00	Venice (331	11	369121	3751127
Zone-11 N3	T03S, R15W	DUNES BOU	HOLOTYPE L	SOUTHERN DUNE SCRUB	FORMER DU		MOST ABUN	CITY OF LOS	1/4/2022 0:00	Venice (331	11	367147	3756638
Zone-11 N3	T02S, R15W	NEAR THE IN	COLLECTION	PLAYA DEL R	Developmer	SURROUNDI	COLLECTED	PVT	1/4/2022 0:00	Venice (331	11	365940	3758496
Zone-11 N3	T02S, R15W	WEST END C	LOCATION IS UNCERTAIN. IT'S POSSIBLE THIS WAS				ONE COLLEC	PVT	1/29/2018 0:00	Venice (331	11	366253	3758110
Zone-11 N3	T02S, R15W	DUNE AREA	BEHIND APA	DUNE RESTORATION AREA. FOUND IN			1 COLLECTE	DFG-BALLON	12/19/2018 0:00	Venice (331	11	366048	3758947
Zone-11 N3	T02S, R15W	0.5 MILE S C	AREA DESCR	DUNE WASH HABITAT; SANDY FLAT. S			ONE WAS FO	DFG-BALLON	1/30/2018 0:00	Venice (331	11	367667	3759418
Zone-11 N3	T02S, R15W	W SIDE OF H	SOUTHEAST	FOUND UNDER COVER OBJECTS IN SA			ONE FOUND	DFG-BALLON	1/30/2018 0:00	Venice (331	11	368226	3759245
Zone-11 N3	T03S, R15W	VICINITY OF	1940S COLL	HISTORICAL	Developmer	DEVELOPME	TWO COLLE(	DPR-DOCKW	4/20/2018 0:00	Venice (331	11	367355	3755284

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T03S, R15W	SOUTHEAST	ONE COLLEC	WHEREAS TI	Developmer	DEVELOPME	KNOWN GEI	PVT	1/30/2018 0:00	Venice (331	11	369889	3750961
Zone-11 N3	T03S, R15W	VICINITY OF	UNCERTAIN,	INDIVIDUAL PHOTOGRAPHED IN 2016			ONE COLLEC	LAX COUNTY	12/19/2018 0:00	Venice (331	11	368740	3751866
Zone-11 N3	T03S, R15W	VICINITY OF 10TH ST AT F		THIS AREA V	Developmer	DEVELOPME	ONE COLLEC	PVT	1/30/2018 0:00	Venice (331	11	370500	3750359
Zone-11 N3	T03S, R15W	VICINITY OF 1ST STREET A		THIS AREA V	Developmer	DEVELOPME	ONE COLLEC	PVT	1/30/2018 0:00	Venice (331	11	369954	3749528
Zone-11 N3	T03S, R14W	VICINITY OF	COLLECTED	COLLECTED	Developmer	DEVELOPME	HISTORIC HE	UNKNOWN	4/20/2018 0:00	Redondo Be	11	371132	3747998
Zone-11 N3	T03S, R15W	VICINITY OF VALLEY PARK, END OF MORNINGSIDE DRIVE, CITY (					ONE COLLEC	CITY OF HER	4/20/2018 0:00	Redondo Be	11	370355	3748965
Zone-11 N3	T04S, R14W	REDONDO B	COLLECTION	ONE COLLEC	Developmer	DEVELOPME	COLLECTED	UNKNOWN	4/24/2018 0:00	Redondo Be	11	371423	3745453
Zone-11 N3	T04S, R14W	TORRANCE (	MAPPED NON-SPECIFICALLY TO BEACH AREA FRON				ONE COLLEC	LAX COUNTY	4/20/2018 0:00	Redondo Be	11	371120	3741940
Zone-11 N3	T04S, R14W	VICINITY OF ESHELMAN AVENUE AT 2			Developmer	DEVELOPME	CHASE COLL	PVT	4/20/2018 0:00	Torrance (33	11	378315	3741355
Zone-11 N3	T04S, R14W	ABOUT 0.2 MILE ENE OF		FOUND BY ARTIFICIAL COVER FLIPPIN			ONE FOUND	UNKNOWN	4/23/2018 0:00	Torrance (33	11	375870	3746283
Zone-11 N3	T03S, R14W	EL NIDO PARK, SOUTH OF WEST 182ND STREET, TORRANCE.					ONE FOUND	CITY OF TOR	4/23/2018 0:00	Torrance (33	11	374424	3747876
Zone-11 N3	T03S, R14W	VICINITY OF	1952 & 1959 AERIAL IMA		Developmer	DEVELOPME	L. KLAUBER	UNKNOWN	4/23/2018 0:00	Inglewood (	11	376157	3750492
Zone-11 N3	T02S, R13W	CITY OF SOU	MAPPED NC	AERIAL IMA(	Developmer	DEVELOPME	ONE COLLEC	UNKNOWN	4/23/2018 0:00	South Gate (	11	388079	3757795
Zone-11 N3	T02S, R15W	VENICE, LOS	EXACT LOCA	GOLF COURS	Developmer	DEVELOPME	ONE COLLEC	UNKNOWN	4/24/2018 0:00	Beverly Hills	11	365169	3763849
Zone-11 N3	T05S, R13W	SAN PEDRO.	EXACT LOCATION UNKNO		Developmer	AREA HAS B	ONLY SOUR(	UNKNOWN	11/5/2018 0:00	San Pedro (3	11	381341	3733670
Zone-11 N3	T05S, R14W	ABALONE C(	EXACT LOCA	EDGE OF BLUFF AND TERRACE TOP, A			ONLY SOUR(	UNKNOWN	11/19/2018 0:00	Redondo Be	11	372148	3734440
Zone-11 N3	T05S, R14W	MOUTH OF	MAPPED AC	ASSOCIATED WITH SALSOLA TRAGUS,			LESS THAN 1	CITY OF RAN	11/15/2018 0:00	San Pedro (3	11	373776	3734004
Zone-11 N3	T05S, R14W	EAST SIDE O	MAPPED AC	ASSOCIATED WITH ATRIPLEX LENTIFO			LESS THAN 1	CITY OF RAN	11/15/2018 0:00	San Pedro (3	11	373976	3734682
Zone-11 N3	T04S, R14W	ABOUT 0.15	APPEARS TO BE OPEN SPACE/UNDEVELOPED AREA				1 FOUND AN	CITY OF PAL(	1/7/2019 0:00	Redondo Be	11	372073	3740838
Zone-11 N3	T04S, R14W	VICINITY OF ARDMORE A		FOUND IN RESIDENTIAL YARD WHILE			1 FOUND AN	PVT	12/19/2018 0:00	Redondo Be	11	371177	3747026
Zone-11 N3	T02S, R15W	VICINITY OF	LIKELY FOUND AND PHOTOGRAPHED ON THE DEC(				1 FOUND AN	UNKNOWN	12/19/2018 0:00	Venice (331	11	365591	3759450
Zone-11 N3	T02S, R15W	ABOUT 0.3 MILES EAST OF LINCOLN BLVD AT BLUFF CREEK DR,					1 FOUND AN	PVT	1/3/2019 0:00	Venice (331	11	368611	3759650
Zone-11 N3	T05S, R15W	PELICAN CO	MAPPED ACCORDING TO VEGETATION SURVEY CO				22% COVER	CITY OF RAN	1/2/2019 0:00	Redondo Be	11	370035	3734321
Zone-11 N3	T04S, R13W	WILMINGTO	MAPPED AC	DISTURBED	Developmer	SITE WAS GI	330 INDIVID	LAX COUNTY	2/12/2019 0:00	Torrance (33	11	380621	3740388
Zone-11 N3	T04S, R14W	N PROSPECT	GIVEN LOCA	AREA HAS B	Developmer	DEVELOPME	1 COLLECTEI	UNKNOWN	9/16/2019 0:00	Redondo Be	11	372558	3746197
Zone-11 N3	T03S, R14W	VICINITY OF	GIVEN LOCA	THIS AREA H	Developmer	DEVELOPME	6 SPECIMEN	UNKNOWN	9/16/2019 0:00	Inglewood (	11	375138	3753965
Zone-11 N3	T03S, R14W	CENTURY BLVD AND WES		AREA HAS B	Developmer	DEVELOPME	1 COLLECTEI	UNKNOWN	9/16/2019 0:00	Inglewood (	11	379029	3756877
Zone-11 N3	T03S, R12W	VICINITY OF BELLFLOWEF		AREA HEAVI	Developmer	DEVELOPME	1 COLLECTEI	UNKNOWN	9/16/2019 0:00	Whittier (33	11	396745	3750290
Zone-11 N3	T04S, R13W	VERMONT A	GIVEN LOCA	AREA HAS B	Developmer	DEVELOPME	1 COLLECTEI	UNKNOWN	10/22/2019 0:00	Torrance (33	11	380585	3743156
Zone-11 N3	T05S, R14W	VICINITY OF	GIVEN LOCATION, "PALO		Developmer	AREA HAS H	1 COLLECTEI	UNKNOWN	10/22/2019 0:00	Torrance (33	11	373775	3736322
Zone-11 N3	T04S, R11W	ALAMITOS R	EXACT LOCA	ALKALI FLAT	Developmer	MUCH DEVE	ONLY SOUR(	UNKNOWN	12/19/2019 0:00	Los Alamitos	11	401211	3738609
Zone-11 N3	T05S, R14W	VICINITY OF	LOCATION UNCERTAIN; DESCRIBED AS "SAN PEDR(				ONE COLLEC	UNKNOWN	2/24/2020 0:00	San Pedro (3	11	376250	3734781
Zone-11 N3	T03S, R13W	VICINITY OF	GIVEN COLL	E. CHACE FC	Developmer	DEVELOPME	COLLECTION	UNKNOWN	7/30/2020 0:00	Long Beach	11	386074	3747622
Zone-11 N3	T05S, R14W	PALOS VERD	COLLECTION	PALOS VERD	Developmer	DEVELOPME	COLLECTED	UNKNOWN	7/28/2020 0:00	San Pedro (3	11	376250	3734781

9 QUAD

UTM	PLSS	Location	LocDetails	Ecological	ThreatList	Threat	General	OwnerMgt	LastUpdate	KeyQuad	UTMZone	UTME	UTMN
Zone-11 N3	T01S, R13W	LOS ANGELE	LOCALITY LIS	LISTED AS H	Developmer	DEVELOPME	LOCALITY LIS	UNKNOWN	8/31/2020 0:00	Los Angeles	11	386720	3769024
Zone-11 N3	T02S, R15W	JUST NORTH	ATTRIBUTED	OPEN SPACE	Other | Foo	FIRE, TRAMF	COLLECTED	DFG-BALLON	11/9/2020 0:00	Venice (331	11	367562	3760666
Zone-11 N3	T02S, R15W	JUST SOUTH	ATTRIBUTED	PATCH OF SCRUB DOMINATED BY CAL			COLLECTED	DFG-BALLON	11/9/2020 0:00	Venice (331	11	367345	3760190
Zone-11 N3	T03S, R15W	EL SEGUNDO	DUNES ESH	COASTAL DUNE DOMINATED BY SILVE			3 MALES AN	CITY OF LOS	10/13/2020 0:00	Venice (331	11	367320	3756308
Zone-11 N3	T05S, R14W	WHITE POIN	MAPPED TO	OBSERVED ON ANNUAL SUNFLOWERS			1 INDIVIDUA	CITY OF LOS	11/12/2020 0:00	San Pedro (3	11	378150	3731521
Zone-11 N3	T05S, R14W	LINDEN H. CHANDLER PR		HABITAT ON SITE CONSISTED LARGEL			1 HEARD CA	CITY OF ROL	12/10/2020 0:00	Torrance (33	11	376279	3738521
Zone-11 N3	T05S, R14W	WHITE POINT NATURE RI		COASTAL SA	Other	HUMAN ACT	2 PAIRS OBS	CITY OF LOS	12/11/2020 0:00	San Pedro (3	11	378175	3731666
Zone-11 N3	T04S, R14W	VICINITY OF	GIVEN LOCATIONS "REDO		Developmer	DEVELOPME	1 MALE ADU	UNKNOWN	12/17/2020 0:00	Redondo Be	11	371323	3744088
Zone-11 N3	T05S, R13W	SAN PEDRO.	MAPPED NO	THIS AREA H	Developmer	DEVELOPME	COLLECTED	UNKNOWN	11/30/2021 0:00	San Pedro (3	11	381329	3735139
Zone-11 N3	T05S, R12W	LONG BEACI	MAPPED NON-SPECIFICA		Developmer	DEVELOPME	COLLECTED	UNKNOWN	12/2/2021 0:00	Long Beach	11	392475	3736360
Zone-11 N3	T05S, R12W	VICINITY OF	MAPPED NO	COLLECTED	Developmer	DEVELOPME	COLLECTED	UNKNOWN	11/30/2021 0:00	Los Alamitos	11	396696	3736464
Zone-11 N3	T02S, R14W	INGLEWOOI	EXACT LOCATION UNKNO		Developmer	DEVELOPME	ONE MALE (	UNKNOWN	7/18/2022 0:00	Inglewood (3	11	375170	3758465
Zone-11 N3	T03S, R14W	ALONG VALI	XERCES SITE #3259. SITE NAME: HERMOSA BEACH				1349 COUN	CITY OF HER	9/9/2022 0:00	Redondo Be	11	370968	3747906

5 MILE

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site_Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
91445	Spea hammondii	western spadefoot	AAABF02020	1047	B3949	116863	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19580415	19580415	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
85868	Spea hammondii	western spadefoot	AAABF02020	1082	B4015	116931	3311873	Torrance	LAX	2/5 mile	Extirpated	Natural/Native occurrence	None	N	19XXXXXX	19XXXXXX	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
16810	Agelaius tricolor	tricolored blackbird	ABPBXB0020	332	39583	32179	3311873	Torrance	LAX	non-specific	Presumed Extant	Natural/Native occurrence	Unknown	N	198XXXXX	198XXXXX	CITY OF TORRANCE-MADRONA MARSH	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	803	Birds
14998	Agelaius tricolor	tricolored blackbird	ABPBXB0020	275	24342	6521	3311873	Torrance	LAX	2/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	198XXXXX	198XXXXX	UNKNOWN	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	204	Birds
72842	Agelaius tricolor	tricolored blackbird	ABPBXB0020	774	99707	101254	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19400510	19400510	UNKNOWN	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	204	Birds
67525	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	201	95877	97015	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19210615	19210615	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	204	Birds
67527	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	203	95888	97028	3311872	Long Beach	LAX	non-specific	Extirpated	Natural/Native occurrence	None	N	19230623	19230623	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	203	Birds
67530	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	204	1965	97029	3311882	South Gate	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19100724	19100724	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	804	Birds
67526	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	202	95887	97020	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19150531	19150531	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	204	Birds
27021	Empidonax traillii extimus	southwestern willow flycatcher	ABPAE33043	42	1965	59152	3311882	South Gate	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	18950629	18950629	UNKNOWN	Endangered	Endangered	G5T2	S3				804	Birds
9846	Sternula antillarum browni	California least tern	ABNNM08103	78	1942	14719	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19770803	19770803	CITY OF LOS ANGELES	Endangered	Endangered	G4T2T3Q	S2		FP		202	Birds
62625	Streptocephalus woottoni	Riverside fairy shrimp	ICBRA07010	67	39583	93129	3311873	Torrance	LAX	non-specific	Presumed Extant	Natural/Native occurrence	Unknown	N	201007XX	2003XXXX	CITY OF TORRANCE	Endangered	None	G1G2	S2			IUCN_EN	803	Crustaceans
71941	Atriplex coulteri	Coulter's saltbush	PDCHE040E0	103	99026	100549	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19020515	19020515	UNKNOWN	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	104	Dicots
41001	Atriplex coulteri	Coulter's saltbush	PDCHE040E0	56	23782	74608	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	804	Dicots
2413	Atriplex parishii	Parish's brittlescale	PDCHE041D0	5	23782	7795	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G1G2	S1	1B.1		SB_CRES; USFS_S	804	Dicots
98326	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	109	B2305	114229	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	201607XX	201607XX	LAX COUNTY	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
55082	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	85	86322	87361	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20090713	20090713	LAX COUNTY-DPW	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
69213	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	43	97121	34585	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20100930	20100930	CITY OF TORRANCE-MADRONA MARSH	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
55083	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	86	86323	87362	3311883	Inglewood	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	20110906	20110906	PVT?	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	101	Dicots
69261	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	81	77193	78129	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20140703	20140703	PVT	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
48515	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	26	80779	24245	3311873	Torrance	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19170411	19170411	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
48899	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	80	80900	81879	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19730615	19730615	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	104	Dicots
48671	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	81	80349	81881	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19620327	19620327	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
47945	Nama stenocarpa	mud nama	PDHYD0A0H0	21	80349	81336	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	192407XX	192407XX	UNKNOWN	None	None	G4G5	S1S2	2B.2			804	Dicots
51664	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	13	83433	47954	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19630508	19630508	UNKNOWN	None	None	G2	S2	1B.2			104	Dicots
19519	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	12	1965	47953	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1882XXXX	1882XXXX	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
19517	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	10	39864	47944	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	188205XX	188205XX	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
20014	Pentachaeta lyonii	Lyon's pentachaeta	PDAST6X060	7	39864	48741	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
48583	Symphyotrichum defoliatum	San Bernardino aster	PDASTE80C0	28	80779	60571	3311873	Torrance	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19301018	19301018	UNKNOWN	None	None	G2	S2	1B.2		SB_CalBG/RSABG; SB_CRES; USFS_S	804	Dicots
70236	Bombus crotchii	Crotch bumble bee	IIHYM24480	166	97654	98996	3311873	Torrance	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19380710	19380710	PVT	None	Candidate En	G2	S2			IUCN_EN	204	Insects
70163	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	384	97762	99141	3311873	Torrance	LAX	non-specific	Presumed Extant	Natural/Native occurrence	Unknown	N	202201XX	200811XX	CITY OF LOS ANGELES	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
71244	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	409	98324	99745	3311873	Torrance	LAX	non-specific	Presumed Extant	Natural/Native occurrence	Unknown	N	19851103	19851103	CITY OF TORRANCE	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
101199	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	18	25610	5484	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Excellent	Y	20010427	20010427		Endangered	None	G5T1	S1				999	Insects
55631	Habroscelimorpha gabbii	western tidal-flat tiger beetle	IICOL02080	6	39864	87726	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2G4	S1				804	Insects
32819	Eumops perotis californicus	western mastiff bat	AMACD02011	168	23783	66526	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19290722	19290722	UNKNOWN	None	None	G4G5T4	S3S4		SSC	BLM_S	204	Mammals

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Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site_Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
32206	Eumops perotis californicus	western mastiff bat	AMACD02011	65	66308	66394	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19870401	19870401	UNKNOWN	None	None	G4G5T4	S3S4		SSC	BLM_S	204	Mammals
34238	Nyctinomops femorosaccus	pocketed free-tailed bat	AMACD04010	15	68461	68716	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19851018	19851018	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	204	Mammals
6307	Perognathus longimembris pacificus	Pacific pocket mouse	AMAFD01042	3	39864	34866	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	186510XX	186510XX	UNKNOWN	Endangered	None	G5T2	S2		SSC		804	Mammals
92736	Glyptostoma gabrielense	San Gabriel chestnut	IMGASB1010	19	B5925	118937	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19530522	19530522	UNKNOWN	None	None	G2	S3				204	Mollusks
87822	Gonidea angulata	western ridged mussel	IMBIV19010	153	B6054	119087	3411812	Los Angeles	LAX	non-specific	Extirpated	Natural/Native occurrence	None	N	1993XXXX	XXXXXXXX	UNKNOWN	None	None	G3	S2			IUCN_VU	203	Mollusks
72041	Orcuttia californica	California Orcutt grass	PMPOA4G010	12	1899	22413	3311883	Inglewood	LAX	2/5 mile	Extirpated	Natural/Native occurrence	None	N	1976XXXX	19630508	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Monocots
98290	Anniella stebbinsi	Southern California legless lizard	ARACC01060	59	A9115	110950	3311873	Torrance	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19680707	19680707	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81299	Anniella stebbinsi	Southern California legless lizard	ARACC01060	60	A9117	110951	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	20121207	20121207	UNKNOWN	None	None	G3	S3		SSC	USFS_S	201	Reptiles
81301	Anniella stebbinsi	Southern California legless lizard	ARACC01060	63	A9120	110954	3311883	Inglewood	LAX	non-specific	Presumed Extant	Natural/Native occurrence	Poor	N	19571028	19571028	UNKNOWN	None	None	G3	S3		SSC	USFS_S	203	Reptiles
81300	Anniella stebbinsi	Southern California legless lizard	ARACC01060	61	A9118	110952	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	20110515	20110515	CITY OF TORRANCE	None	None	G3	S3		SSC	USFS_S	201	Reptiles
46733	Anniella stebbinsi	Southern California legless lizard	ARACC01060	16	79246	80225	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Poor	N	20090222	20090222	PVT	None	None	G3	S3		SSC	USFS_S	201	Reptiles
3054	Phrynosoma blainvillii	coast horned lizard	ARACF12100	130	1965	28078	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19520415	19520415	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	804	Reptiles
3057	Phrynosoma blainvillii	coast horned lizard	ARACF12100	152	2079	28063	3311882	South Gate	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
3046	Phrynosoma blainvillii	coast horned lizard	ARACF12100	207	1796	28018	3311873	Torrance	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles

BETWEEN 5 AND 10 MILE

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
85791	Spea hammondii	western spadefoot	AAABF02020	1046	B3948	116862	3311874	Redondo Beach	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19660425	19660425	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
91446	Spea hammondii	western spadefoot	AAABF02020	1083	B4016	116932	3311873	Torrance	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	195903XX	195903XX	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
85792	Spea hammondii	western spadefoot	AAABF02020	1048	B3951	116865	3311883	Inglewood	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19380203	19380203	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
85793	Spea hammondii	western spadefoot	AAABF02020	1049	B3953	116866	3311881	Whittier	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19560502	19560502	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
21716	Athene cunicularia	burrowing owl	ABNSB10010	571	51258	51258	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	19210505	19210505	UNKNOWN	None	None	G4	S2		SSC	BLM_S; IUCN_LC; USFWS_BCC	804	Birds
6341	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	72	2238	13009	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19120622	19120622	PVT	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	203	Birds
91017	Coturnicops noveboracensis	yellow rail	ABNME01010	23	A5268	106991	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19981020	19981020	UNKNOWN	None	None	G4	S2		SSC	IUCN_LC; USFS_S; USFWS_BCC	204	Birds
27044	Empidonax traillii extimus	southwestern willow flycatcher	ABPAE33043	43	51258	59153	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	18940520	18940520	UNKNOWN	Endangered	Endangered	G5T2	S3				804	Birds
38475	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	34	1865	21796	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20120514	20120514	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
89819	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	891	71336	72239	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20120522	20060421	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
3041	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	35	1722	25112	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1980XXXX	1980XXXX	UNKNOWN	Threatened	None	G4G5T3Q	S2		SSC		804	Birds
89899	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	1045	1700	119808	3311874	Redondo Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19041015	19041015	UNKNOWN	Threatened	None	G4G5T3Q	S2		SSC		804	Birds
89805	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	1037	B6682	119742	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20190301	20190301	CITY OF ROLLING HILLS ESTATES	Threatened	None	G4G5T3Q	S2		SSC		202	Birds
89825	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	1038	B6698	119755	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Excellent	N	20190708	20190708	CITY OF LOS ANGELES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38458	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	31	15982	29841	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20120605	20120605	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38473	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	30	1686	29840	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20180618	20180618	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38456	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	33	1805	25114	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1980XXXX	1980XXXX	UNKNOWN	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38476	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	450	24341	6520	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20200128	20200128	DOD-NAVY	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38457	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	892	71337	72240	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	199311XX	199311XX	CITY OF PALOS VERDES ESTATES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38474	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	108	1741	29842	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Excellent	N	20180518	20180518	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
52992	Riparia riparia	bank swallow	ABPAU08010	3	84452	85481	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19190629	19190629	CITY OF LONG BEACH, UNKNOWN	None	Threatened	G5	S3			BLM_S; IUCN_LC	204	Birds
52677	Riparia riparia	bank swallow	ABPAU08010	102	84233	85259	3311863	San Pedro	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	1921XXXX	1921XXXX	UNKNOWN	None	Threatened	G5	S3			BLM_S; IUCN_LC	204	Birds
13458	Sternula antillarum browni	California least tern	ABNNM08103	16	2005	25695	3311873	Torrance	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	1987XXXX	19850731	PVT	Endangered	Endangered	G4T2T3Q	S2		FP		204	Birds
13459	Sternula antillarum browni	California least tern	ABNNM08103	63	2008	25657	3311863	San Pedro	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19960801	19960801	DOD-NAVY	Endangered	Endangered	G4T2T3Q	S2		FP		204	Birds
62547	Vireo bellii pusillus	least Bell's vireo	ABPBW01114	561	91988	93062	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	18950523	18950523	UNKNOWN	Endangered	Endangered	G5T2	S3				204	Birds
63137	Streptocephalus woottoni	Riverside fairy shrimp	ICBRA07010	57	92005	93077	3311884	Venice	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	2005XXXX	2005XXXX	PVT	Endangered	None	G1G2	S2			IUCN_EN	204	Crustaceans
12667	Aphanisma blitoides	aphanisma	PDCHE02010	5	17565	11724	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	193004XX	193004XX	UNKNOWN	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	804	Dicots

BETWEEN 5 AND 10 MILE

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
73408	Aphanisma blitoides	aphanisma	PDCHE02010	76	A0142	101704	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20150127	20150127	CITY OF RANCHO PALOS VERDES	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	102	Dicots
73167	Aphanisma blitoides	aphanisma	PDCHE02010	31	41675	41675	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20150105	20150105	CITY OF RANCHO PALOS VERDES	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	102	Dicots
42902	Aphanisma blitoides	aphanisma	PDCHE02010	49	1700	76663	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	804	Dicots
73158	Aphanisma blitoides	aphanisma	PDCHE02010	1	37104	12882	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20150109	20150109	PVT, OTHERS	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	102	Dicots
42882	Aphanisma blitoides	aphanisma	PDCHE02010	51	75752	76767	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20090405	20090405	CITY OF PALOS VERDES ESTATES	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	104	Dicots
89300	Astragalus hornii var. hornii	Horn's milk-vetch	PDFAB0F421	28	B4592	117528	3311871	Los Alamitos	ORA	5 miles	Extirpated	Natural/Native occurrence	None	N	189607XX	189607XX	UNKNOWN	None	None	GUT1	S1	1B.1		BLM_S	104	Dicots
76566	Astragalus tener var. titi	coastal dunes milk-vetch	PDFAB0F8R2	4	23784	42744	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19030412	19030412	UNKNOWN	Endangered	Endangered	G2T1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
71940	Atriplex coulteri	Coulter's saltbush	PDCHE040E0	102	99025	100548	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20120601	20120601	CITY OF PALOS VERDES ESTATES	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
98291	Atriplex pacifica	south coast saltscale	PDCHE041C0	119	B1438	113346	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20141230	20141230	UNKNOWN	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	103	Dicots
11470	Atriplex pacifica	south coast saltscale	PDCHE041C0	8	1700	759	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19031015	19031015	UNKNOWN	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	804	Dicots
83561	Atriplex pacifica	south coast saltscale	PDCHE041C0	3	34590	12350	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	2006XXXX	2006XXXX	CITY OF RANCHO PALOS VERDES	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
98292	Atriplex pacifica	south coast saltscale	PDCHE041C0	120	B1439	113347	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20090702	20090702	CITY OF RANCHO PALOS VERDES	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
98293	Atriplex pacifica	south coast saltscale	PDCHE041C0	121	B1440	113348	3311863	San Pedro	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	20090326	20090326	CITY OF RANCHO PALOS VERDES	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	101	Dicots
11471	Atriplex parishii	Parish's brittlescale	PDCHE041D0	9	1700	1401	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G1G2	S1	1B.1		SB_CRES; USFS_S	804	Dicots
11779	Atriplex serenana var. davidsonii	Davidson's saltscale	PDCHE041T1	3	34592	253	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19060602	19060602	UNKNOWN	None	None	G5T1	S1	1B.2		SB_CalBG/RSABG	804	Dicots
13033	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	30	28742	30040	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	190507XX	190507XX	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	804	Dicots
854	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	21	35373	30109	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19971010	19320628	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	103	Dicots
855	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	22	35374	30110	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19971010	19340816	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	103	Dicots
69236	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	95	97136	98383	3311882	South Gate	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19301104	19301104	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	104	Dicots
9818	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	25	35371	29314	3311872	Long Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1932XXXX	1932XXXX	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	803	Dicots
84299	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	37	35368	30042	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	2008XXXX	2008XXXX	DOD-NAVY, CITY OF LOS ANGELES	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	103	Dicots
2676	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	31	28743	30041	3311883	Inglewood	LAX	2/5 mile	Extirpated	Natural/Native occurrence	None	N	19971019	19330922	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	104	Dicots
83456	Centromadia pungens ssp. laevis	smooth tarplant	PDAST4R0R4	143	34592	113213	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19200420	19200420	UNKNOWN	None	None	G3G4T2	S2	1B.1		SB_CalBG/RSABG	804	Dicots
46456	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	PDAST20095	20	79025	47545	3311884	Venice	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	20100513	20100513	CITY OF MANHATTAN BEACH	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	101	Dicots

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Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
73813	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	PDAST20095	36	A0653	102210	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20010513	20010513	UNKNOWN	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
73814	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	PDAST20095	37	A0655	102212	3311884	Venice	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19860401	19860401	UNKNOWN	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
12876	Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	PDSCR0J0C2	13	26479	6167	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1980XXXX	19010525	UNKNOWN	Endangered	Endangered	G4?T1	S1	1B.2		BLM_S; SB_CalBG/RSABG; SB_CRES; SB_SBBG	804	Dicots
43405	Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	PDSCR0J0C2	12	35371	34952	3311872	Long Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1932XXXX	1932XXXX	UNKNOWN	Endangered	Endangered	G4?T1	S1	1B.2		BLM_S; SB_CalBG/RSABG; SB_CRES; SB_SBBG	803	Dicots
82917	Crossosoma californicum	Catalina crossosoma	PDCRO02020	20	58910	58946	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20090416	20090416	CITY OF RPV, PVT	None	None	G3	S3	1B.2		SB_CalBG/RSABG	102	Dicots
26866	Crossosoma californicum	Catalina crossosoma	PDCRO02020	19	58899	58935	3311863	San Pedro	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	19960301	19960301	CITY OF RANCHO PALOS VERDES	None	None	G3	S3	1B.2		SB_CalBG/RSABG	101	Dicots
12352	Dithyrea maritima	beach spectaclepod	PDBRA10020	2	1655	20545	3311874	Redondo Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19980701	19020525	UNKNOWN	None	Threatened	G1	S1	1B.1		SB_SBBG	104	Dicots
12350	Dithyrea maritima	beach spectaclepod	PDBRA10020	3	1557	20552	3311884	Venice	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19980701	19340509	UNKNOWN	None	Threatened	G1	S1	1B.1		SB_SBBG	804	Dicots
56650	Dudleya virens ssp. insularis	island green dudleya	PDCRA040S2	3	17598	47066	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20100507	20100507	PVT, UNKNOWN	None	None	G3?T3	S3	1B.2			102	Dicots
19069	Dudleya virens ssp. insularis	island green dudleya	PDCRA040S2	20	47105	47105	3311863	San Pedro	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19460612	19460612	UNKNOWN	None	None	G3?T3	S3	1B.2			104	Dicots
66849	Eryngium aristulatum var. parishii	San Diego button-celery	PDAPI0Z042	120	95346	96484	3311884	Venice	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19010720	19010720	UNKNOWN	Endangered	Endangered	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
71543	Horkelia cuneata var. puberula	mesa horkelia	PDROS0W045	67	17565	100201	3311874	Redondo Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19310326	19310326	UNKNOWN	None	None	G4T1	S1	1B.1		SB_CalBG/RSABG; USFS_S	804	Dicots
71544	Horkelia cuneata var. puberula	mesa horkelia	PDROS0W045	68	1557	100202	3311884	Venice	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19320424	19320424	UNKNOWN	None	None	G4T1	S1	1B.1		SB_CalBG/RSABG; USFS_S	804	Dicots
74754	Isocoma menziesii var. decumbens	decumbent goldenbush	PDAST57091	101	26479	103371	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	18970817	18970817	UNKNOWN	None	None	G3G5T2T3	S2	1B.2		BLM_S; SB_CRES	804	Dicots
12773	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	25	23784	25094	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19010410	19010410	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
48672	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	83	1557	81892	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19300120	19300120	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
83887	Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	PDSOL0G0N0	6	99959	101506	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20180304	20180304	CITY OF PALOS VERDES ESTATES	None	None	G5T1Q	S1	3.1			102	Dicots
73147	Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	PDSOL0G0N0	4	55709	55725	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20140801	20140801	CITY OF RANCHO PALOS VERDES	None	None	G5T1Q	S1	3.1			102	Dicots
19202	Navarretia fossalis	spreading navarretia	PDPLM0C080	40	28742	47436	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19060719	19060719	UNKNOWN	Threatened	None	G2	S2	1B.1		SB_CalBG/RSABG; SB_CRES	804	Dicots
66641	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	14	47545	47955	3311884	Venice	LAX	3/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19440415	19440415	UNKNOWN	None	None	G2	S2	1B.2			104	Dicots
19518	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	11	26503	47952	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	189505XX	189505XX	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
50768	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	33	28742	83691	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19060719	19060719	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
12945	Nemacaulis denudata var. denudata	coast woolly-heads	PDPGN0G011	21	27996	22217	3311863	San Pedro	LAX	3/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1905XXXX	1905XXXX	UNKNOWN	None	None	G3G4T2	S2	1B.2		SB_CalBG/RSABG; SB_CRES	104	Dicots
20047	Pentachaeta lyonii	Lyon's pentachaeta	PDAST6X060	2	34591	48785	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1994XXXX	188407XX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots

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60622	Phacelia stellaris	Brand's star phacelia	PDHYD0C510	3	90351	1726	3311882	South Gate	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19230319	19230319	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	104	Dicots
11469	Phacelia stellaris	Brand's star phacelia	PDHYD0C510	4	1700	757	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	18970320	18970320	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
60649	Phacelia stellaris	Brand's star phacelia	PDHYD0C510	15	1557	91447	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19320424	19320424	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
20092	Suaeda esteroa	estuary seablite	PDCHE0P0D0	17	34592	48871	3311863	San Pedro	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19040906	19040906	UNKNOWN	None	None	G3	S2	1B.2			804	Dicots
46086	Symphyotrichum defoliatum	San Bernardino aster	PDASTE80C0	76	78718	79628	3311872	Long Beach	LAX	1/10 mile	Extirpated	Natural/Native occurrence	None	N	19320707	19320707	UNKNOWN	None	None	G2	S2	1B.2		SB_CalBG/RSABG; SB_CRES; USFS_S	104	Dicots
15548	Southern Dune Scrub	Southern Dune Scrub	CTT21330CA	1	1534	26328	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1983XXXX	1983XXXX	CITY OF LOS ANGELES	None	None	G1	S1.1				804	Dune
6336	Siphateles bicolor mohavensis	Mohave tui chub	AFCJB1303H	5	1666	28635	3311873	Torrance	LAX	1/5 mile	Extirpated	Transplant Outside of Native Hab./Range	None	N	1976XXXX	1976XXXX	LAX COUNTY	Endangered	Endangered	G4T1	S1		FP	AFS_EN	204	Fish
89429	Bombus crotchii	Crotch bumble bee	IIHYM24480	314	B6396	119453	3311863	San Pedro	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20170715	20170715	CITY OF LOS ANGELES	None	Candidate Endangered	G2	S2			IUCN_EN	204	Insects
69993	Bombus crotchii	Crotch bumble bee	IIHYM24480	165	1557	98995	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19380706	19380706	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
86842	Bombus crotchii	Crotch bumble bee	IIHYM24480	241	34591	118094	3311863	San Pedro	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20010324	20010324	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
69994	Bombus crotchii	Crotch bumble bee	IIHYM24480	167	27997	98997	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19670228	19670228	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
69991	Bombus crotchii	Crotch bumble bee	IIHYM24480	162	1722	98991	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19530502	19530502	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
69992	Bombus crotchii	Crotch bumble bee	IIHYM24480	163	28742	98992	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19170526	19170526	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
97138	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	2	B8182	14453	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Fair	N	202206XX	202206XX	CITY OF LOS ANGELES	None	None	G1G2	S1S2			IUCN_VU	203	Insects
97303	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	4	B8183	22614	3311884	Venice	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	194904XX	194904XX	UNKNOWN	None	None	G1G2	S1S2			IUCN_VU	204	Insects
97283	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	3	1563	22616	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1987XXXX	19860616	LADWP	None	None	G1G2	S1S2			IUCN_VU	203	Insects
97352	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	5	28742	121299	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19580630	19580630	UNKNOWN	None	None	G1G2	S1S2			IUCN_VU	804	Insects
17759	Cicindela hirticollis gravida	sandy beach tiger beetle	IICOL02101	11	36918	758	3311874	Redondo Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	LAX COUNTY	None	None	G5T2	S2				203	Insects
13460	Cicindela hirticollis gravida	sandy beach tiger beetle	IICOL02101	13	2010	12878	3311863	San Pedro	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	UNKNOWN	None	None	G5T2	S2				204	Insects
27757	Cicindela hirticollis gravida	sandy beach tiger beetle	IICOL02101	35	60079	60115	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19370307	19370307	DPR-DOCKWEILER SB	None	None	G5T2	S2				203	Insects
94041	Cicindela latesignata	western beach tiger beetle	IICOL02110	5	60935	121049	3311872	Long Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	189508XX	UNKNOWN	None	None	G2G3	S1				803	Insects
94040	Cicindela latesignata	western beach tiger beetle	IICOL02110	3	B7893	121048	3311863	San Pedro	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	1979XXXX	19071006	UNKNOWN	None	None	G2G3	S1				204	Insects
16890	Cicindela senilis frosti	senile tiger beetle	IICOL02121	4	1609	22657	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	LAX COUNTY-MANHATTAN BEACH	None	None	G2G3T1T3	S1				203	Insects
28164	Coelus globosus	globose dune beetle	IICOL4A010	16	59331	60666	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19730830	19730830	CITY OF LOS ANGELES	None	None	G1G2	S1S2			IUCN_VU	803	Insects
70162	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	297	33186	2683	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	202201XX	20001207	PVT	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
3896	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	218	17190	12042	3311872	Long Beach	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	202111XX	19981108	CITY OF LONG BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	201	Insects
97957	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	385	97766	99151	3311872	Long Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	202201XX	200811XX	CITY OF LONG BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	204	Insects
70131	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	383	97758	99136	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	202111XX	201411XX	PVT-CHEVRON	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	204	Insects

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97998	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	431	B8250	121319	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20220116	20220116	CITY OF HERMOSA BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	202	Insects
10387	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	298	33187	2682	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20220102	20220102	CITY OF REDONDO BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	202	Insects
19487	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	339	47888	47888	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	197X12XX	197X12XX	CITY OF EL SEGUNDO	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
27967	Eugnosta busckana	Busck's gallmoth	IILEM2X090	4	1534	60416	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19581119	19581119	CITY OF LOS ANGELES	None	None	G1G3	S2S3				804	Insects
36881	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	4	70052	70908	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	2007XXXX	2007XXXX	CITY OF TORRANCE	Endangered	None	G5T1	S1				204	Insects
36197	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	3	69867	70689	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1990XXXX	1990XXXX	UNKNOWN, PVT	Endangered	None	G5T1	S1				204	Insects
13429	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	2	1586	23047	3311884	Venice	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Good	N	20050818	20050818	PVT-CHEVRON	Endangered	None	G5T1	S1				204	Insects
8881	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	1	1535	14469	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20050813	20050813	CITY OF LA-LA/EL SEGUNDO DUNES	Endangered	None	G5T1	S1				802	Insects
17742	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	10	1838	23017	3311863	San Pedro	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1983XXXX	PVT	Endangered	None	G5T1	S1				203	Insects
3049	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	16	1823	23009	3311873	Torrance	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1981XXXX	PVT-S&S CONSTRUCTION CO	Endangered	None	G5T1	S1				204	Insects
13437	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	6	1753	23022	3311873	Torrance	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1982XXXX	PVT	Endangered	None	G5T1	S1				204	Insects
7231	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	2	1696	23026	3311874	Redondo Beach	LAX	80 meters	Extirpated	Natural/Native occurrence	None	N	1988XXXX	1982XXXX	CITY OF RANCHO PALOS VERDES	Endangered	None	G5T1	S1				201	Insects
90489	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	19	B7047	65114	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	200103XX	200103XX	UNKNOWN	Endangered	None	G5T1	S1				204	Insects
3039	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	1	1687	23027	3311874	Redondo Beach	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	1988XXXX	1976XXXX	PVT	Endangered	None	G5T1	S1				204	Insects
13435	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	5	1725	23023	3311874	Redondo Beach	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	198605XX	198605XX	PVT-FILIORUM CORP	Endangered	None	G5T1	S1				204	Insects
7230	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	3	1665	23025	3311874	Redondo Beach	LAX	80 meters	Extirpated	Natural/Native occurrence	None	N	1988XXXX	1979XXXX	PVT-RANCHO PALOS VERDES	Endangered	None	G5T1	S1				201	Insects
17741	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	4	1861	23024	3311863	San Pedro	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1983XXXX	PVT, CITY OF RPV, LAX COUNTY	Endangered	None	G5T1	S1				203	Insects
13442	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	9	1822	23019	3311863	San Pedro	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1982XXXX	PVT-PALOS VERDES PROPERTIES	Endangered	None	G5T1	S1				204	Insects
13439	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	8	1771	23020	3311873	Torrance	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1981XXXX	PVT-FILIORUM CORP	Endangered	None	G5T1	S1				204	Insects

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Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
55632	Habroscelimorpha gabbii	western tidal-flat tiger beetle	IICOL02080	8	60935	87727	3311872	Long Beach	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2G4	S1				803	Insects
101201	Habroscelimorpha gabbii	western tidal-flat tiger beetle	IICOL02080	1	72493	2504	3311861	Seal Beach	ORA	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	Y	19980711	19980711		None	None	G2G4	S1				999	Insects
8882	Onychobaris langei	Lange's El Segundo Dune weevil	IICOL4W010	1	1535	13171	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19380928	19380928	CITY OF LA-LA/EL SEGUNDO DUNES	None	None	G1	S1				802	Insects
8883	Pelochrista hennei	Henne's eucosman moth	IILEM0R390	1	1535	14461	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1984XXXX	1984XXXX	CITY OF LA-LA/EL SEGUNDO DUNES	None	None	G1	S1				802	Insects
101444	Rhaphiomidas terminatus terminatus	El Segundo flower-loving fly	IIDIP05022	1	65035	65118	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	Y	200107XX	200107XX		None	None	G1T1	S1				999	Insects
27908	Trigonoscuta dorothea dorothea	Dorothy's El Segundo Dune weevil	IICOL51021	2	59331	14454	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19540312	19540312	PVT-LAX AIRPORT, CITY OF LA	None	None	G1T1	S1				803	Insects
34408	Lasionycteris noctivagans	silver-haired bat	AMACC02010	50	68566	68930	3311872	Long Beach	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	19861118	19861118	UNKNOWN	None	None	G3G4	S3S4			IUCN_LC	201	Mammals
34406	Lasionycteris noctivagans	silver-haired bat	AMACC02010	48	68564	68928	3311871	Los Alamitos	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19780222	19780222	UNKNOWN	None	None	G3G4	S3S4			IUCN_LC	204	Mammals
26929	Microtus californicus stephensi	south coast marsh vole	AMAFF11035	2	1722	58981	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19570414	19570414	UNKNOWN	None	None	G5T2T3	S2		SSC		804	Mammals
10411	Neotoma lepida intermedia	San Diego desert woodrat	AMAFF08041	11	33547	29698	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	19910826	19910826	UNKNOWN	None	None	G5T3T4	S3S4		SSC		203	Mammals
34208	Nyctinomops femorosaccus	pocketed free-tailed bat	AMACD04010	16	28742	68717	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19941018	19941018	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
27335	Nyctinomops macrotis	big free-tailed bat	AMACD04020	5	27997	59564	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19831007	19831007	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
16820	Perognathus longimembris pacificus	Pacific pocket mouse	AMAFD01042	2	39858	34860	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	193806XX	193806XX	UNKNOWN	Endangered	None	G5T2	S2		SSC		203	Mammals
16819	Perognathus longimembris pacificus	Pacific pocket mouse	AMAFD01042	1	39854	34856	3311874	Redondo Beach	LAX	3/5 mile	Extirpated	Natural/Native occurrence	None	N	19310905	19310905	UNKNOWN	Endangered	None	G5T2	S2		SSC		204	Mammals
27043	Taxidea taxus	American badger	AMAJF04010	291	51258	57504	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
87570	Glyptostoma gabrielense	San Gabriel chestnut	IMGASB1010	23	34591	118949	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19XXXXXX	19XXXXXX	UNKNOWN	None	None	G2	S3				804	Mollusks
53803	Tryonia imitator	mimic tryonia (=California brackishwater snail)	IMGASJ7040	42	85175	86194	3311873	Torrance	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20071205	20071205	CITY OF LOS ANGELES	None	None	G2	S2			IUCN_DD	204	Mollusks
26237	Tryonia imitator	mimic tryonia (=California brackishwater snail)	IMGASJ7040	30	57921	57937	3311863	San Pedro	LAX	specific area	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2	S2			IUCN_DD	202	Mollusks
8771	Orcuttia californica	California Orcutt grass	PMPOA4G010	13	47232	47232	3311871	Los Alamitos	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Monocots
8775	Orcuttia californica	California Orcutt grass	PMPOA4G010	14	26503	47231	3311882	South Gate	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	804	Monocots
80561	Anniella stebbinsi	Southern California legless lizard	ARACC01060	50	A8280	110063	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	20040523	20040523	DPR-DOCKWEILER SB, CITY OF LA	None	None	G3	S3		SSC	USFS_S	203	Reptiles
98294	Anniella stebbinsi	Southern California legless lizard	ARACC01060	401	B1684	113598	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Good	N	20181222	20181222	CITY OF PALOS VERDES ESTATES	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81291	Anniella stebbinsi	Southern California legless lizard	ARACC01060	56	A9112	110947	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	20020818	20020818	CITY OF HERMOSA BEACH	None	None	G3	S3		SSC	USFS_S	204	Reptiles
80564	Anniella stebbinsi	Southern California legless lizard	ARACC01060	53	A8283	110066	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19610304	19610304	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles

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98289	Anniella stebbinsi	Southern California legless lizard	ARACC01060	58	A9114	110949	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20010422	20010422	LAX COUNTY	None	None	G3	S3		SSC	USFS_S	203	Reptiles
80565	Anniella stebbinsi	Southern California legless lizard	ARACC01060	54	A8285	110068	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19890315	19890315	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81292	Anniella stebbinsi	Southern California legless lizard	ARACC01060	57	A9113	110948	3311874	Redondo Beach	LAX	3/5 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19760301	19760301	UNKNOWN	None	None	G3	S3		SSC	USFS_S	204	Reptiles
80539	Anniella stebbinsi	Southern California legless lizard	ARACC01060	1	A8262	110041	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20100420	20100420	CITY OF LOS ANGELES	None	None	G3	S3		SSC	USFS_S	203	Reptiles
80562	Anniella stebbinsi	Southern California legless lizard	ARACC01060	51	A8281	110064	3311884	Venice	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19561024	19561024	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81290	Anniella stebbinsi	Southern California legless lizard	ARACC01060	55	A9105	110941	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19650702	19650702	UNKNOWN	None	None	G3	S3		SSC	USFS_S	204	Reptiles
80563	Anniella stebbinsi	Southern California legless lizard	ARACC01060	52	A8282	110065	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	20160629	20160629	LAX COUNTY	None	None	G3	S3		SSC	USFS_S	203	Reptiles
83812	Anniella stebbinsi	Southern California legless lizard	ARACC01060	403	B1714	113629	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	20141004	20141004	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81302	Anniella stebbinsi	Southern California legless lizard	ARACC01060	64	A9121	110955	3311882	South Gate	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19390529	19390529	UNKNOWN	None	None	G3	S3		SSC	USFS_S	204	Reptiles
49731	Phrynosoma blainvillii	coast horned lizard	ARACF12100	764	81926	82897	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19300819	19300819	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
3059	Phrynosoma blainvillii	coast horned lizard	ARACF12100	150	2093	28066	3311872	Long Beach	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	19510317	19510317	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
6342	Phrynosoma blainvillii	coast horned lizard	ARACF12100	151	2213	28061	3311871	Los Alamitos	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19570414	19570414	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
11168	Southern Coastal Bluff Scrub	Southern Coastal Bluff Scrub	CTT31200CA	23	17053	9609	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19900901	19900901	UNKNOWN	None	None	G1	S1.1				303	Scrub

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85791	Spea hammondii	western spadefoot	AAABF02020	1046	B3948	116862	3311874	Redondo Beach	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19660425	19660425	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
85868	Spea hammondii	western spadefoot	AAABF02020	1082	B4015	116931	3311873	Torrance	LAX	2/5 mile	Extirpated	Natural/Native occurrence	None	N	19XXXXXX	19XXXXXX	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
91445	Spea hammondii	western spadefoot	AAABF02020	1047	B3949	116863	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19580415	19580415	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
91446	Spea hammondii	western spadefoot	AAABF02020	1083	B4016	116932	3311873	Torrance	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	195903XX	195903XX	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
85792	Spea hammondii	western spadefoot	AAABF02020	1048	B3951	116865	3311883	Inglewood	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19380203	19380203	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
85793	Spea hammondii	western spadefoot	AAABF02020	1049	B3953	116866	3311881	Whittier	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19560502	19560502	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
72842	Agelaius tricolor	tricolored blackbird	ABPBXB0020	774	99707	101254	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19400510	19400510	UNKNOWN	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	204	Birds
14998	Agelaius tricolor	tricolored blackbird	ABPBXB0020	275	24342	6521	3311873	Torrance	LAX	2/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	198XXXXX	198XXXXX	UNKNOWN	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	204	Birds
16810	Agelaius tricolor	tricolored blackbird	ABPBXB0020	332	39583	32179	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	198XXXXX	198XXXXX	CITY OF TORRANCE-MADRONA MARSH	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	803	Birds
21716	Athene cunicularia	burrowing owl	ABNSB10010	571	51258	51258	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	19210505	19210505	UNKNOWN	None	None	G4	S2		SSC	BLM_S; IUCN_LC; USFWS_BCC	804	Birds
6341	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	72	2238	13009	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19120622	19120622	PVT	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	203	Birds
67526	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	202	95887	97020	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19150531	19150531	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	204	Birds
67530	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	204	1965	97029	3311882	South Gate	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19100724	19100724	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	804	Birds
67527	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	203	95888	97028	3311872	Long Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19230623	19230623	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	203	Birds
67525	Coccyzus americanus occidentalis	western yellow-billed cuckoo	ABNRB02022	201	95877	97015	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19210615	19210615	UNKNOWN	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	204	Birds
91017	Coturnicops noveboracensis	yellow rail	ABNME01010	23	A5268	106991	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19981020	19981020	UNKNOWN	None	None	G4	S2		SSC	IUCN_LC; USFS_S; USFWS_BCC	204	Birds
27021	Empidonax traillii extimus	southwestern willow flycatcher	ABPAE33043	42	1965	59152	3311882	South Gate	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	18950629	18950629	UNKNOWN	Endangered	Endangered	G5T2	S3				804	Birds
27044	Empidonax traillii extimus	southwestern willow flycatcher	ABPAE33043	43	51258	59153	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	18940520	18940520	UNKNOWN	Endangered	Endangered	G5T2	S3				804	Birds
38475	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	34	1865	21796	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20120514	20120514	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
89819	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	891	71336	72239	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20120522	20060421	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
3041	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	35	1722	25112	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1980XXXX	1980XXXX	UNKNOWN	Threatened	None	G4G5T3Q	S2		SSC		804	Birds
89899	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	1045	1700	119808	3311874	Redondo Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19041015	19041015	UNKNOWN	Threatened	None	G4G5T3Q	S2		SSC		804	Birds
89805	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	1037	B6682	119742	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20190301	20190301	CITY OF ROLLING HILLS ESTATES	Threatened	None	G4G5T3Q	S2		SSC		202	Birds
89825	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	1038	B6698	119755	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Excellent	N	20190708	20190708	CITY OF LOS ANGELES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38458	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	31	15982	29841	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20120605	20120605	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38473	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	30	1686	29840	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20180618	20180618	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds

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38456	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	33	1805	25114	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1980XXXX	1980XXXX	UNKNOWN	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38476	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	450	24341	6520	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20200128	20200128	DOD-NAVY	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38457	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	892	71337	72240	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	199311XX	199311XX	CITY OF PALOS VERDES ESTATES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
38474	Polioptila californica californica	coastal California gnatcatcher	ABPBJ08081	108	1741	29842	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Excellent	N	20180518	20180518	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
52992	Riparia riparia	bank swallow	ABPAU08010	3	84452	85481	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19190629	19190629	CITY OF LONG BEACH, UNKNOWN	None	Threatened	G5	S3			BLM_S; IUCN_LC	204	Birds
52677	Riparia riparia	bank swallow	ABPAU08010	102	84233	85259	3311863	San Pedro	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	1921XXXX	1921XXXX	UNKNOWN	None	Threatened	G5	S3			BLM_S; IUCN_LC	204	Birds
9846	Sternula antillarum browni	California least tern	ABNNM08103	78	1942	14719	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19770803	19770803	CITY OF LOS ANGELES	Endangered	Endangered	G4T2T3Q	S2		FP		202	Birds
13458	Sternula antillarum browni	California least tern	ABNNM08103	16	2005	25695	3311873	Torrance	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	1987XXXX	19850731	PVT	Endangered	Endangered	G4T2T3Q	S2		FP		204	Birds
13459	Sternula antillarum browni	California least tern	ABNNM08103	63	2008	25657	3311863	San Pedro	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19960801	19960801	DOD-NAVY	Endangered	Endangered	G4T2T3Q	S2		FP		204	Birds
62547	Vireo bellii pusillus	least Bell's vireo	ABPBW01114	561	91988	93062	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	18950523	18950523	UNKNOWN	Endangered	Endangered	G5T2	S3				204	Birds
62625	Streptocephalus woottoni	Riverside fairy shrimp	ICBRA07010	67	39583	93129	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	201007XX	2003XXXX	CITY OF TORRANCE	Endangered	None	G1G2	S2			IUCN_EN	803	Crustaceans
63137	Streptocephalus woottoni	Riverside fairy shrimp	ICBRA07010	57	92005	93077	3311884	Venice	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	2005XXXX	2005XXXX	PVT	Endangered	None	G1G2	S2			IUCN_EN	204	Crustaceans
12667	Aphanisma blitoides	aphanisma	PDCHE02010	5	17565	11724	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	193004XX	193004XX	UNKNOWN	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	804	Dicots
73408	Aphanisma blitoides	aphanisma	PDCHE02010	76	A0142	101704	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20150127	20150127	CITY OF RANCHO PALOS VERDES	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	102	Dicots
73167	Aphanisma blitoides	aphanisma	PDCHE02010	31	41675	41675	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20150105	20150105	CITY OF RANCHO PALOS VERDES	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	102	Dicots
42902	Aphanisma blitoides	aphanisma	PDCHE02010	49	1700	76663	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	804	Dicots
73158	Aphanisma blitoides	aphanisma	PDCHE02010	1	37104	12882	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20150109	20150109	PVT, OTHERS	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	102	Dicots
42882	Aphanisma blitoides	aphanisma	PDCHE02010	51	75752	76767	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20090405	20090405	CITY OF PALOS VERDES ESTATES	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	104	Dicots
89300	Astragalus hornii var. hornii	Horn's milk-vetch	PDFAB0F421	28	B4592	117528	3311871	Los Alamitos	ORA	5 miles	Extirpated	Natural/Native occurrence	None	N	189607XX	189607XX	UNKNOWN	None	None	GUT1	S1	1B.1		BLM_S	104	Dicots
76566	Astragalus tener var. titi	coastal dunes milk-vetch	PDFAB0F8R2	4	23784	42744	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19030412	19030412	UNKNOWN	Endangered	Endangered	G2T1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
71940	Atriplex coulteri	Coulter's saltbush	PDCHE040E0	102	99025	100548	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20120601	20120601	CITY OF PALOS VERDES ESTATES	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
41001	Atriplex coulteri	Coulter's saltbush	PDCHE040E0	56	23782	74608	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	804	Dicots
71941	Atriplex coulteri	Coulter's saltbush	PDCHE040E0	103	99026	100549	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19020515	19020515	UNKNOWN	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	104	Dicots
98291	Atriplex pacifica	south coast saltscale	PDCHE041C0	119	B1438	113346	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20141230	20141230	UNKNOWN	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	103	Dicots
11470	Atriplex pacifica	south coast saltscale	PDCHE041C0	8	1700	759	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19031015	19031015	UNKNOWN	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	804	Dicots
83561	Atriplex pacifica	south coast saltscale	PDCHE041C0	3	34590	12350	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	2006XXXX	2006XXXX	CITY OF RANCHO PALOS VERDES	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
98292	Atriplex pacifica	south coast saltscale	PDCHE041C0	120	B1439	113347	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20090702	20090702	CITY OF RANCHO PALOS VERDES	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
98293	Atriplex pacifica	south coast saltscale	PDCHE041C0	121	B1440	113348	3311863	San Pedro	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	20090326	20090326	CITY OF RANCHO PALOS VERDES	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	101	Dicots

10 MILE

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
11471	Atriplex parishii	Parish's brittlescale	PDCHE041D0	9	1700	1401	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G1G2	S1	1B.1		SB_CRES; USFS_S	804	Dicots
2413	Atriplex parishii	Parish's brittlescale	PDCHE041D0	5	23782	7795	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G1G2	S1	1B.1		SB_CRES; USFS_S	804	Dicots
11779	Atriplex serenana var. davidsonii	Davidson's saltscale	PDCHE041T1	3	34592	253	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19060602	19060602	UNKNOWN	None	None	G5T1	S1	1B.2		SB_CalBG/RSABG	804	Dicots
13033	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	30	28742	30040	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	190507XX	190507XX	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	804	Dicots
854	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	21	35373	30109	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19971010	19320628	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	103	Dicots
98326	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	109	B2305	114229	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	201607XX	201607XX	LAX COUNTY	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
69261	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	81	77193	78129	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20140703	20140703	PVT	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
55083	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	86	86323	87362	3311883	Inglewood	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	20110906	20110906	PVT?	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	101	Dicots
855	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	22	35374	30110	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19971010	19340816	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	103	Dicots
69213	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	43	97121	34585	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20100930	20100930	CITY OF TORRANCE-MADRONA MARSH	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
69236	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	95	97136	98383	3311882	South Gate	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19301104	19301104	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	104	Dicots
9818	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	25	35371	29314	3311872	Long Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1932XXXX	1932XXXX	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	803	Dicots
84299	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	37	35368	30042	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	2008XXXX	2008XXXX	DOD-NAVY, CITY OF LOS ANGELES	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	103	Dicots
2676	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	31	28743	30041	3311883	Inglewood	LAX	2/5 mile	Extirpated	Natural/Native occurrence	None	N	19971019	19330922	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	104	Dicots
55082	Centromadia parryi ssp. australis	southern tarplant	PDAST4R0P4	85	86322	87361	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20090713	20090713	LAX COUNTY-DPW	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	102	Dicots
83456	Centromadia pungens ssp. laevis	smooth tarplant	PDAST4R0R4	143	34592	113213	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19200420	19200420	UNKNOWN	None	None	G3G4T2	S2	1B.1		SB_CalBG/RSABG	804	Dicots
46456	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	PDAST20095	20	79025	47545	3311884	Venice	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	20100513	20100513	CITY OF MANHATTAN BEACH	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	101	Dicots
73813	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	PDAST20095	36	A0653	102210	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20010513	20010513	UNKNOWN	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
73814	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	PDAST20095	37	A0655	102212	3311884	Venice	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19860401	19860401	UNKNOWN	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
12876	Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	PDSCR0J0C2	13	26479	6167	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1980XXXX	19010525	UNKNOWN	Endangered	Endangered	G4?T1	S1	1B.2		BLM_S; SB_CalBG/RSABG; SB_CRES; SB_SBBG	804	Dicots
43405	Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	PDSCR0J0C2	12	35371	34952	3311872	Long Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1932XXXX	1932XXXX	UNKNOWN	Endangered	Endangered	G4?T1	S1	1B.2		BLM_S; SB_CalBG/RSABG; SB_CRES; SB_SBBG	803	Dicots
82917	Crossosoma californicum	Catalina crossosoma	PDCRO02020	20	58910	58946	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20090416	20090416	CITY OF RPV, PVT	None	None	G3	S3	1B.2		SB_CalBG/RSABG	102	Dicots

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
26866	Crossosoma californicum	Catalina crossosoma	PDCRO02020	19	58899	58935	3311863	San Pedro	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	19960301	19960301	CITY OF RANCHO PALOS VERDES	None	None	G3	S3	1B.2		SB_CalBG/RSABG	101	Dicots
12352	Dithyrea maritima	beach spectaclepod	PDBRA10020	2	1655	20545	3311874	Redondo Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19980701	19020525	UNKNOWN	None	Threatened	G1	S1	1B.1		SB_SBBG	104	Dicots
12350	Dithyrea maritima	beach spectaclepod	PDBRA10020	3	1557	20552	3311884	Venice	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19980701	19340509	UNKNOWN	None	Threatened	G1	S1	1B.1		SB_SBBG	804	Dicots
56650	Dudleya virens ssp. insularis	island green dudleya	PDCRA040S2	3	17598	47066	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20100507	20100507	PVT, UNKNOWN	None	None	G3?T3	S3	1B.2			102	Dicots
19069	Dudleya virens ssp. insularis	island green dudleya	PDCRA040S2	20	47105	47105	3311863	San Pedro	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19460612	19460612	UNKNOWN	None	None	G3?T3	S3	1B.2			104	Dicots
66849	Eryngium aristulatum var. parishii	San Diego button-celery	PDAPI0Z042	120	95346	96484	3311884	Venice	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19010720	19010720	UNKNOWN	Endangered	Endangered	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
71543	Horkelia cuneata var. puberula	mesa horkelia	PDROS0W045	67	17565	100201	3311874	Redondo Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19310326	19310326	UNKNOWN	None	None	G4T1	S1	1B.1		SB_CalBG/RSABG; USFS_S	804	Dicots
71544	Horkelia cuneata var. puberula	mesa horkelia	PDROS0W045	68	1557	100202	3311884	Venice	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19320424	19320424	UNKNOWN	None	None	G4T1	S1	1B.1		SB_CalBG/RSABG; USFS_S	804	Dicots
74754	Isocoma menziesii var. decumbens	decumbent goldenbush	PDAST57091	101	26479	103371	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	18970817	18970817	UNKNOWN	None	None	G3G5T2T3	S2	1B.2		BLM_S; SB_CRES	804	Dicots
12773	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	25	23784	25094	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19010410	19010410	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
48671	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	81	80349	81881	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19620327	19620327	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
48672	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	83	1557	81892	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19300120	19300120	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
48899	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	80	80900	81879	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19730615	19730615	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	104	Dicots
48515	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	PDAST5L0A1	26	80779	24245	3311873	Torrance	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19170411	19170411	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
83887	Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	PDSOL0G0N0	6	99959	101506	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20180304	20180304	CITY OF PALOS VERDES ESTATES	None	None	G5T1Q	S1	3.1			102	Dicots
73147	Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	PDSOL0G0N0	4	55709	55725	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20140801	20140801	CITY OF RANCHO PALOS VERDES	None	None	G5T1Q	S1	3.1			102	Dicots
47945	Nama stenocarpa	mud nama	PDHYD0A0H0	21	80349	81336	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	192407XX	192407XX	UNKNOWN	None	None	G4G5	S1S2	2B.2			804	Dicots
19202	Navarretia fossalis	spreading navarretia	PDPLM0C080	40	28742	47436	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19060719	19060719	UNKNOWN	Threatened	None	G2	S2	1B.1		SB_CalBG/RSABG; SB_CRES	804	Dicots
66641	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	14	47545	47955	3311884	Venice	LAX	3/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19440415	19440415	UNKNOWN	None	None	G2	S2	1B.2			104	Dicots
19517	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	10	39864	47944	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	188205XX	188205XX	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
19518	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	11	26503	47952	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	189505XX	189505XX	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
19519	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	12	1965	47953	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1882XXXX	1882XXXX	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
51664	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	13	83433	47954	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19630508	19630508	UNKNOWN	None	None	G2	S2	1B.2			104	Dicots
50768	Navarretia prostrata	prostrate vernal pool navarretia	PDPLM0C0Q0	33	28742	83691	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19060719	19060719	UNKNOWN	None	None	G2	S2	1B.2			804	Dicots
12945	Nemacaulis denudata var. denudata	coast woolly-heads	PDPGN0G011	21	27996	22217	3311863	San Pedro	LAX	3/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1905XXXX	1905XXXX	UNKNOWN	None	None	G3G4T2	S2	1B.2		SB_CalBG/RSABG; SB_CRES	104	Dicots
20047	Pentachaeta lyonii	Lyon's pentachaeta	PDAST6X060	2	34591	48785	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1994XXXX	188407XX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
20014	Pentachaeta lyonii	Lyon's pentachaeta	PDAST6X060	7	39864	48741	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
60622	Phacelia stellaris	Brand's star phacelia	PDHYD0C510	3	90351	1726	3311882	South Gate	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19230319	19230319	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	104	Dicots
11469	Phacelia stellaris	Brand's star phacelia	PDHYD0C510	4	1700	757	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	18970320	18970320	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
60649	Phacelia stellaris	Brand's star phacelia	PDHYD0C510	15	1557	91447	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19320424	19320424	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
20092	Suaeda esteroa	estuary seablite	PDCHE0P0D0	17	34592	48871	3311863	San Pedro	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19040906	19040906	UNKNOWN	None	None	G3	S2	1B.2			804	Dicots
46086	Symphyotrichum defoliatum	San Bernardino aster	PDASTE80C0	76	78718	79628	3311872	Long Beach	LAX	1/10 mile	Extirpated	Natural/Native occurrence	None	N	19320707	19320707	UNKNOWN	None	None	G2	S2	1B.2		SB_CalBG/RSABG; SB_CRES; USFS_S	104	Dicots
48583	Symphyotrichum defoliatum	San Bernardino aster	PDASTE80C0	28	80779	60571	3311873	Torrance	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19301018	19301018	UNKNOWN	None	None	G2	S2	1B.2		SB_CalBG/RSABG; SB_CRES; USFS_S	804	Dicots
15548	Southern Dune Scrub	Southern Dune Scrub	CTT21330CA	1	1534	26328	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1983XXXX	1983XXXX	CITY OF LOS ANGELES	None	None	G1	S1.1				804	Dune
6336	Siphateles bicolor mohavensis	Mohave tui chub	AFCJB1303H	5	1666	28635	3311873	Torrance	LAX	1/5 mile	Extirpated	Transplant Outside of Native Hab./Range	None	N	1976XXXX	1976XXXX	LAX COUNTY	Endangered	Endangered	G4T1	S1		FP	AFS_EN	204	Fish
89429	Bombus crotchii	Crotch bumble bee	IIHYM24480	314	B6396	119453	3311863	San Pedro	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20170715	20170715	CITY OF LOS ANGELES	None	Candidate Endangered	G2	S2			IUCN_EN	204	Insects
69993	Bombus crotchii	Crotch bumble bee	IIHYM24480	165	1557	98995	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19380706	19380706	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
70236	Bombus crotchii	Crotch bumble bee	IIHYM24480	166	97654	98996	3311873	Torrance	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19380710	19380710	PVT	None	Candidate Endangered	G2	S2			IUCN_EN	204	Insects
86842	Bombus crotchii	Crotch bumble bee	IIHYM24480	241	34591	118094	3311863	San Pedro	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20010324	20010324	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
69994	Bombus crotchii	Crotch bumble bee	IIHYM24480	167	27997	98997	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19670228	19670228	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
69991	Bombus crotchii	Crotch bumble bee	IIHYM24480	162	1722	98991	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19530502	19530502	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
69992	Bombus crotchii	Crotch bumble bee	IIHYM24480	163	28742	98992	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19170526	19170526	UNKNOWN	None	Candidate Endangered	G2	S2			IUCN_EN	804	Insects
97138	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	2	B8182	14453	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Fair	N	202206XX	202206XX	CITY OF LOS ANGELES	None	None	G1G2	S1S2			IUCN_VU	203	Insects
97303	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	4	B8183	22614	3311884	Venice	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	194904XX	194904XX	UNKNOWN	None	None	G1G2	S1S2			IUCN_VU	204	Insects
97283	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	3	1563	22616	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1987XXXX	19860616	LADWP	None	None	G1G2	S1S2			IUCN_VU	203	Insects
97352	Brennania belkini	Belkin's dune tabanid fly	IIDIP17010	5	28742	121299	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19580630	19580630	UNKNOWN	None	None	G1G2	S1S2			IUCN_VU	804	Insects
17759	Cicindela hirticollis gravida	sandy beach tiger beetle	IICOL02101	11	36918	758	3311874	Redondo Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	LAX COUNTY	None	None	G5T2	S2				203	Insects
13460	Cicindela hirticollis gravida	sandy beach tiger beetle	IICOL02101	13	2010	12878	3311863	San Pedro	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	UNKNOWN	None	None	G5T2	S2				204	Insects
27757	Cicindela hirticollis gravida	sandy beach tiger beetle	IICOL02101	35	60079	60115	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19370307	19370307	DPR-DOCKWEILER SB	None	None	G5T2	S2				203	Insects
94041	Cicindela latesignata	western beach tiger beetle	IICOL02110	5	60935	121049	3311872	Long Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	189508XX	UNKNOWN	None	None	G2G3	S1				803	Insects
94040	Cicindela latesignata	western beach tiger beetle	IICOL02110	3	B7893	121048	3311863	San Pedro	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	1979XXXX	19071006	UNKNOWN	None	None	G2G3	S1				204	Insects
16890	Cicindela senilis frosti	senile tiger beetle	IICOL02121	4	1609	22657	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	LAX COUNTY-MANHATTAN BEACH	None	None	G2G3T1T3	S1				203	Insects
28164	Coelus globosus	globose dune beetle	IICOL4A010	16	59331	60666	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19730830	19730830	CITY OF LOS ANGELES	None	None	G1G2	S1S2			IUCN_VU	803	Insects
71244	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	409	98324	99745	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19851103	19851103	CITY OF TORRANCE	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
70162	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	297	33186	2683	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	202201XX	20001207	PVT	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
3896	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	218	17190	12042	3311872	Long Beach	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	202111XX	19981108	CITY OF LONG BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	201	Insects

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97957	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	385	97766	99151	3311872	Long Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	202201XX	200811XX	CITY OF LONG BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	204	Insects
70131	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	383	97758	99136	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	202111XX	201411XX	PVT-CHEVRON	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	204	Insects
97998	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	431	B8250	121319	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20220116	20220116	CITY OF HERMOSA BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	202	Insects
10387	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	298	33187	2682	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20220102	20220102	CITY OF REDONDO BEACH	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	202	Insects
70163	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	384	97762	99141	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	202201XX	200811XX	CITY OF LOS ANGELES	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
19487	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	IILEPP2012	339	47888	47888	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	197X12XX	197X12XX	CITY OF EL SEGUNDO	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
27967	Eugnosta busckana	Busck's gallmoth	IILEM2X090	4	1534	60416	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19581119	19581119	CITY OF LOS ANGELES	None	None	G1G3	S2S3				804	Insects
36881	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	4	70052	70908	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	2007XXXX	2007XXXX	CITY OF TORRANCE	Endangered	None	G5T1	S1				204	Insects
36197	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	3	69867	70689	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1990XXXX	1990XXXX	UNKNOWN, PVT	Endangered	None	G5T1	S1				204	Insects
13429	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	2	1586	23047	3311884	Venice	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Good	N	20050818	20050818	PVT-CHEVRON	Endangered	None	G5T1	S1				204	Insects
8881	Euphilotes allyni	El Segundo blue butterfly	IILEPG201B	1	1535	14469	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Fair	N	20050813	20050813	CITY OF LA-LA/EL SEGUNDO DUNES	Endangered	None	G5T1	S1				802	Insects
17742	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	10	1838	23017	3311863	San Pedro	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1983XXXX	PVT	Endangered	None	G5T1	S1				203	Insects
3049	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	16	1823	23009	3311873	Torrance	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1981XXXX	PVT-S&S CONSTRUCTION CO	Endangered	None	G5T1	S1				204	Insects
13437	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	6	1753	23022	3311873	Torrance	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1982XXXX	PVT	Endangered	None	G5T1	S1				204	Insects
7231	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	2	1696	23026	3311874	Redondo Beach	LAX	80 meters	Extirpated	Natural/Native occurrence	None	N	1988XXXX	1982XXXX	CITY OF RANCHO PALOS VERDES	Endangered	None	G5T1	S1				201	Insects
90489	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	19	B7047	65114	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	200103XX	200103XX	UNKNOWN	Endangered	None	G5T1	S1				204	Insects
3039	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	1	1687	23027	3311874	Redondo Beach	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	1988XXXX	1976XXXX	PVT	Endangered	None	G5T1	S1				204	Insects
13435	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	5	1725	23023	3311874	Redondo Beach	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	198605XX	198605XX	PVT-FILIORUM CORP	Endangered	None	G5T1	S1				204	Insects
101199	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	18	25610	5484	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Excellent	Y	20010427	20010427		Endangered	None	G5T1	S1				999	Insects
7230	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	3	1665	23025	3311874	Redondo Beach	LAX	80 meters	Extirpated	Natural/Native occurrence	None	N	1988XXXX	1979XXXX	PVT-RANCHO PALOS VERDES	Endangered	None	G5T1	S1				201	Insects

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17741	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	4	1861	23024	3311863	San Pedro	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1983XXXX	PVT, CITY OF RPV, LAX COUNTY	Endangered	None	G5T1	S1				203	Insects
13442	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	9	1822	23019	3311863	San Pedro	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1982XXXX	PVT-PALOS VERDES PROPERTIES	Endangered	None	G5T1	S1				204	Insects
13439	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	IILEPG402A	8	1771	23020	3311873	Torrance	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1981XXXX	PVT-FILIORUM CORP	Endangered	None	G5T1	S1				204	Insects
55632	Habroscelimorpha gabbii	western tidal-flat tiger beetle	IICOL02080	8	60935	87727	3311872	Long Beach	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2G4	S1				803	Insects
101201	Habroscelimorpha gabbii	western tidal-flat tiger beetle	IICOL02080	1	72493	2504	3311861	Seal Beach	ORA	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	Y	19980711	19980711		None	None	G2G4	S1				999	Insects
55631	Habroscelimorpha gabbii	western tidal-flat tiger beetle	IICOL02080	6	39864	87726	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2G4	S1				804	Insects
8882	Onychobaris langei	Lange's El Segundo Dune weevil	IICOL4W010	1	1535	13171	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19380928	19380928	CITY OF LA-LA/EL SEGUNDO DUNES	None	None	G1	S1				802	Insects
8883	Pelochrista hennei	Henne's eucosman moth	IILEM0R390	1	1535	14461	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1984XXXX	1984XXXX	CITY OF LA-LA/EL SEGUNDO DUNES	None	None	G1	S1				802	Insects
101444	Rhaphiomidas terminatus terminatus	El Segundo flower-loving fly	IIDIP05022	1	65035	65118	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	Y	200107XX	200107XX		None	None	G1T1	S1				999	Insects
27908	Trigonoscuta dorothea dorothea	Dorothy's El Segundo Dune weevil	IICOL51021	2	59331	14454	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19540312	19540312	PVT-LAX AIRPORT, CITY OF LA	None	None	G1T1	S1				803	Insects
32206	Eumops perotis californicus	western mastiff bat	AMACD02011	65	66308	66394	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19870401	19870401	UNKNOWN	None	None	G4G5T4	S3S4		SSC	BLM_S	204	Mammals
32819	Eumops perotis californicus	western mastiff bat	AMACD02011	168	23783	66526	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19290722	19290722	UNKNOWN	None	None	G4G5T4	S3S4		SSC	BLM_S	204	Mammals
34408	Lasionycteris noctivagans	silver-haired bat	AMACC02010	50	68566	68930	3311872	Long Beach	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	19861118	19861118	UNKNOWN	None	None	G3G4	S3S4			IUCN_LC	201	Mammals
34406	Lasionycteris noctivagans	silver-haired bat	AMACC02010	48	68564	68928	3311871	Los Alamitos	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19780222	19780222	UNKNOWN	None	None	G3G4	S3S4			IUCN_LC	204	Mammals
26929	Microtus californicus stephensi	south coast marsh vole	AMAFF11035	2	1722	58981	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19570414	19570414	UNKNOWN	None	None	G5T2T3	S2		SSC		804	Mammals
10411	Neotoma lepida intermedia	San Diego desert woodrat	AMAFF08041	11	33547	29698	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	19910826	19910826	UNKNOWN	None	None	G5T3T4	S3S4		SSC		203	Mammals
34238	Nyctinomops femorosaccus	pocketed free-tailed bat	AMACD04010	15	68461	68716	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19851018	19851018	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	204	Mammals
34208	Nyctinomops femorosaccus	pocketed free-tailed bat	AMACD04010	16	28742	68717	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19941018	19941018	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
27335	Nyctinomops macrotis	big free-tailed bat	AMACD04020	5	27997	59564	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19831007	19831007	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
16820	Perognathus longimembris pacificus	Pacific pocket mouse	AMAFD01042	2	39858	34860	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	193806XX	193806XX	UNKNOWN	Endangered	None	G5T2	S2		SSC		203	Mammals
6307	Perognathus longimembris pacificus	Pacific pocket mouse	AMAFD01042	3	39864	34866	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	186510XX	186510XX	UNKNOWN	Endangered	None	G5T2	S2		SSC		804	Mammals
16819	Perognathus longimembris pacificus	Pacific pocket mouse	AMAFD01042	1	39854	34856	3311874	Redondo Beach	LAX	3/5 mile	Extirpated	Natural/Native occurrence	None	N	19310905	19310905	UNKNOWN	Endangered	None	G5T2	S2		SSC		204	Mammals
27043	Taxidea taxus	American badger	AMAJF04010	291	51258	57504	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
92736	Glyptostoma gabrielense	San Gabriel chestnut	IMGASB1010	19	B5925	118937	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19530522	19530522	UNKNOWN	None	None	G2	S3				204	Mollusks

Object ID	Scientific Name	Common Name	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
87570	Glyptostoma gabrielense	San Gabriel chestnut	IMGASB1010	23	34591	118949	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19XXXXXX	19XXXXXX	UNKNOWN	None	None	G2	S3				804	Mollusks
87822	Gonidea angulata	western ridged mussel	IMBIV19010	153	B6054	119087	3411812	Los Angeles	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1993XXXX	XXXXXXXX	UNKNOWN	None	None	G3	S2			IUCN_VU	203	Mollusks
53803	Tryonia imitator	mimic tryonia (=California brackishwater snail)	IMGASJ7040	42	85175	86194	3311873	Torrance	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20071205	20071205	CITY OF LOS ANGELES	None	None	G2	S2			IUCN_DD	204	Mollusks
26237	Tryonia imitator	mimic tryonia (=California brackishwater snail)	IMGASJ7040	30	57921	57937	3311863	San Pedro	LAX	specific area	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2	S2			IUCN_DD	202	Mollusks
8771	Orcuttia californica	California Orcutt grass	PMPOA4G010	13	47232	47232	3311871	Los Alamitos	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Monocots
8775	Orcuttia californica	California Orcutt grass	PMPOA4G010	14	26503	47231	3311882	South Gate	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	804	Monocots
72041	Orcuttia californica	California Orcutt grass	PMPOA4G010	12	1899	22413	3311883	Inglewood	LAX	2/5 mile	Extirpated	Natural/Native occurrence	None	N	1976XXXX	19630508	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Monocots
46733	Anniella stebbinsi	Southern California legless lizard	ARACC01060	16	79246	80225	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Poor	N	20090222	20090222	PVT	None	None	G3	S3		SSC	USFS_S	201	Reptiles
81300	Anniella stebbinsi	Southern California legless lizard	ARACC01060	61	A9118	110952	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	20110515	20110515	CITY OF TORRANCE	None	None	G3	S3		SSC	USFS_S	201	Reptiles
80561	Anniella stebbinsi	Southern California legless lizard	ARACC01060	50	A8280	110063	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	20040523	20040523	DPR-DOCKWEILER SB, CITY OF LA	None	None	G3	S3		SSC	USFS_S	203	Reptiles
98294	Anniella stebbinsi	Southern California legless lizard	ARACC01060	401	B1684	113598	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Good	N	20181222	20181222	CITY OF PALOS VERDES ESTATES	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81291	Anniella stebbinsi	Southern California legless lizard	ARACC01060	56	A9112	110947	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	20020818	20020818	CITY OF HERMOSA BEACH	None	None	G3	S3		SSC	USFS_S	204	Reptiles
80564	Anniella stebbinsi	Southern California legless lizard	ARACC01060	53	A8283	110066	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19610304	19610304	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
98289	Anniella stebbinsi	Southern California legless lizard	ARACC01060	58	A9114	110949	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20010422	20010422	LAX COUNTY	None	None	G3	S3		SSC	USFS_S	203	Reptiles
80565	Anniella stebbinsi	Southern California legless lizard	ARACC01060	54	A8285	110068	3311884	Venice	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19890315	19890315	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81292	Anniella stebbinsi	Southern California legless lizard	ARACC01060	57	A9113	110948	3311874	Redondo Beach	LAX	3/5 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19760301	19760301	UNKNOWN	None	None	G3	S3		SSC	USFS_S	204	Reptiles
80539	Anniella stebbinsi	Southern California legless lizard	ARACC01060	1	A8262	110041	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20100420	20100420	CITY OF LOS ANGELES	None	None	G3	S3		SSC	USFS_S	203	Reptiles
80562	Anniella stebbinsi	Southern California legless lizard	ARACC01060	51	A8281	110064	3311884	Venice	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19561024	19561024	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81290	Anniella stebbinsi	Southern California legless lizard	ARACC01060	55	A9105	110941	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19650702	19650702	UNKNOWN	None	None	G3	S3		SSC	USFS_S	204	Reptiles
80563	Anniella stebbinsi	Southern California legless lizard	ARACC01060	52	A8282	110065	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	20160629	20160629	LAX COUNTY	None	None	G3	S3		SSC	USFS_S	203	Reptiles
98290	Anniella stebbinsi	Southern California legless lizard	ARACC01060	59	A9115	110950	3311873	Torrance	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19680707	19680707	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81301	Anniella stebbinsi	Southern California legless lizard	ARACC01060	63	A9120	110954	3311883	Inglewood	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	19571028	19571028	UNKNOWN	None	None	G3	S3		SSC	USFS_S	203	Reptiles
83812	Anniella stebbinsi	Southern California legless lizard	ARACC01060	403	B1714	113629	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Poor	N	20141004	20141004	PVT	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81302	Anniella stebbinsi	Southern California legless lizard	ARACC01060	64	A9121	110955	3311882	South Gate	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Poor	N	19390529	19390529	UNKNOWN	None	None	G3	S3		SSC	USFS_S	204	Reptiles
81299	Anniella stebbinsi	Southern California legless lizard	ARACC01060	60	A9117	110951	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	20121207	20121207	UNKNOWN	None	None	G3	S3		SSC	USFS_S	201	Reptiles
3046	Phrynosoma blainvillii	coast horned lizard	ARACF12100	207	1796	28018	3311873	Torrance	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
49731	Phrynosoma blainvillii	coast horned lizard	ARACF12100	764	81926	82897	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19300819	19300819	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
3059	Phrynosoma blainvillii	coast horned lizard	ARACF12100	150	2093	28066	3311872	Long Beach	LAX	1/5 mile	Extirpated	Natural/Native occurrence	None	N	19510317	19510317	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles

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6342	Phrynosoma blainvillii	coast horned lizard	ARACF12100	151	2213	28061	3311871	Los Alamitos	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19570414	19570414	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
3057	Phrynosoma blainvillii	coast horned lizard	ARACF12100	152	2079	28063	3311882	South Gate	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
3054	Phrynosoma blainvillii	coast horned lizard	ARACF12100	130	1965	28078	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19520415	19520415	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	804	Reptiles
11168	Southern Coastal Bluff Scrub	Southern Coastal Bluff Scrub	CTT31200CA	23	17053	9609	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19900901	19900901	UNKNOWN	None	None	G1	S1.1				303	Scrub

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85791	Spea hammondii	western spadefoot	Amphibians	AAABF02020	1046	B3948	116862	3311874	Redondo Beach	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19660425	19660425	UNKNOWN	None	None	G2G3	S3S4		SSC	BLM_S; IUCN_NT	204	Amphibians
72842	Agelaius tricolor	tricolored blackbird	Birds	ABPBXB0020	774	99707	101254	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19400510	19400510	UNKNOWN	None	Threatened	G1G2	S2		SSC	BLM_S; IUCN_EN; USFWS_BCC	204	Birds
21716	Athene cunicularia	burrowing owl	Birds	ABNSB10010	571	51258	51258	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	19210505	19210505	UNKNOWN	None	None	G4	S2		SSC	BLM_S; IUCN_LC; USFWS_BCC	804	Birds
6341	Coccyzus americanus occidentalis	western yellow-billed cuckoo	Birds	ABNRB02022	72	2238	13009	3311871	Los Alamitos	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	19120622	19120622	PVT	Threatened	Endangered	G5T2T3	S1			BLM_S; USFS_S	203	Birds
91017	Coturnicops noveboracensis	yellow rail	Birds	ABNME01010	23	A5268	106991	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19981020	19981020	UNKNOWN	None	None	G4	S2		SSC	IUCN_LC; USFS_S; USFWS_BCC	204	Birds
27021	Empidonax traillii extimus	southwestern willow flycatcher	Birds	ABPAE33043	42	1965	59152	3311882	South Gate	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	18950629	18950629	UNKNOWN	Endangered	Endangered	G5T2	S3				804	Birds
38475	Polioptila californica californica	coastal California gnatcatcher	Birds	ABPBJ08081	34	1865	21796	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Good	N	20120514	20120514	CITY OF RANCHO PALOS VERDES	Threatened	None	G4G5T3Q	S2		SSC		203	Birds
52992	Riparia riparia	bank swallow	Birds	ABPAU08010	3	84452	85481	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19190629	19190629	CITY OF LONG BEACH, UNKNOWN	None	Threatened	G5	S3			BLM_S; IUCN_LC	204	Birds
9846	Sternula antillarum browni	California least tern	Birds	ABNNM08103	78	1942	14719	3311873	Torrance	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19770803	19770803	CITY OF LOS ANGELES	Endangered	Endangered	G4T2T3Q	S2		FP		202	Birds
62547	Vireo bellii pusillus	least Bell's vireo	Birds	ABPBW01114	561	91988	93062	3311882	South Gate	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	18950523	18950523	UNKNOWN	Endangered	Endangered	G5T2	S3				204	Birds
62625	Streptocephalus woottoni	Riverside fairy shrimp	Crustaceans	ICBRA07010	67	39583	93129	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	201007XX	2003XXXX	CITY OF TORRANCE	Endangered	None	G1G2	S2			IUCN_EN	803	Crustaceans
12667	Aphanisma blitoides	aphanisma	Dicots	PDCHE02010	5	17565	11724	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	193004XX	193004XX	UNKNOWN	None	None	G3G4	S2	1B.2		SB_CRES; SB_SBBG	804	Dicots
89300	Astragalus hornii var. hornii	Horn's milk-vetch	Dicots	PDFAB0F421	28	B4592	117528	3311871	Los Alamitos	ORA	5 miles	Extirpated	Natural/Native occurrence	None	N	189607XX	189607XX	UNKNOWN	None	None	GUT1	S1	1B.1		BLM_S	104	Dicots
76566	Astragalus tener var. titi	coastal dunes milk-vetch	Dicots	PDFAB0F8R2	4	23784	42744	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19030412	19030412	UNKNOWN	Endangered	Endangered	G2T1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
71940	Atriplex coulteri	Coulter's saltbush	Dicots	PDCHE040E0	102	99025	100548	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20120601	20120601	CITY OF PALOS VERDES ESTATES	None	None	G3	S1S2	1B.2		SB_CalBG/RSABG; SB_CRES	102	Dicots
98291	Atriplex pacifica	south coast saltscale	Dicots	PDCHE041C0	119	B1438	113346	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	20141230	20141230	UNKNOWN	None	None	G4	S2	1B.2		SB_CalBG/RSABG; SB_CRES	103	Dicots
11471	Atriplex parishii	Parish's brittlescale	Dicots	PDCHE041D0	9	1700	1401	3311874	Redondo Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G1G2	S1	1B.1		SB_CRES; USFS_S	804	Dicots
11779	Atriplex serenana var. davidsonii	Davidson's saltscale	Dicots	PDCHE041T1	3	34592	253	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19060602	19060602	UNKNOWN	None	None	G5T1	S1	1B.2		SB_CalBG/RSABG	804	Dicots
13033	Centromadia parryi ssp. australis	southern tarplant	Dicots	PDAST4R0P4	30	28742	30040	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	190507XX	190507XX	UNKNOWN	None	None	G3T2	S2	1B.1		SB_CalBG/RSABG; SB_CRES; SB_SBBG	804	Dicots
83456	Centromadia pungens ssp. laevis	smooth tarplant	Dicots	PDAST4R0R4	143	34592	113213	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19200420	19200420	UNKNOWN	None	None	G3G4T2	S2	1B.1		SB_CalBG/RSABG	804	Dicots
46456	Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Dicots	PDAST20095	20	79025	47545	3311884	Venice	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Fair	N	20100513	20100513	CITY OF MANHATTAN BEACH	None	None	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	101	Dicots
12876	Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	Dicots	PDSCR0J0C2	13	26479	6167	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1980XXXX	19010525	UNKNOWN	Endangered	Endangered	G4?T1	S1	1B.2		BLM_S; SB_CalBG/RSABG; SB_CRES; SB_SBBG	804	Dicots
82917	Crossosoma californicum	Catalina crossosoma	Dicots	PDCRO02020	20	58910	58946	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20090416	20090416	CITY OF RPV, PVT	None	None	G3	S3	1B.2		SB_CalBG/RSABG	102	Dicots
12352	Dithyrea maritima	beach spectaclepod	Dicots	PDBRA10020	2	1655	20545	3311874	Redondo Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19980701	19020525	UNKNOWN	None	Threatened	G1	S1	1B.1		SB_SBBG	104	Dicots
56650	Dudleya virens ssp. insularis	island green dudleya	Dicots	PDCRA040S2	3	17598	47066	3311863	San Pedro	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20100507	20100507	PVT, UNKNOWN	None	None	G3?T3	S3	1B.2			102	Dicots
66849	Eryngium aristulatum var. parishii	San Diego button-celery	Dicots	PDAPI0Z042	120	95346	96484	3311884	Venice	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19010720	19010720	UNKNOWN	Endangered	Endangered	G5T1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Dicots
71543	Horkelia cuneata var. puberula	mesa horkelia	Dicots	PDROS0W045	67	17565	100201	3311874	Redondo Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19310326	19310326	UNKNOWN	None	None	G4T1	S1	1B.1		SB_CalBG/RSABG; USFS_S	804	Dicots
74754	Isocoma menziesii var. decumbens	decumbent goldenbush	Dicots	PDAST57091	101	26479	103371	3311872	Long Beach	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	18970817	18970817	UNKNOWN	None	None	G3G5T2T3	S2	1B.2		BLM_S; SB_CRES	804	Dicots
12773	Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Dicots	PDAST5L0A1	25	23784	25094	3311883	Inglewood	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19010410	19010410	UNKNOWN	None	None	G4T2	S2	1B.1		BLM_S; SB_CalBG/RSABG; SB_SBBG	804	Dicots
83887	Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	Dicots	PDSOL0G0N0	6	99959	101506	3311874	Redondo Beach	LAX	specific area	Presumed Extant	Natural/Native occurrence	Good	N	20180304	20180304	CITY OF PALOS VERDES ESTATES	None	None	G5T1Q	S1	3.1			102	Dicots
47945	Nama stenocarpa	mud nama	Dicots	PDHYD0A0H0	21	80349	81336	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	192407XX	192407XX	UNKNOWN	None	None	G4G5	S1S2	2B.2			804	Dicots
19202	Navarretia fossalis	spreading navarretia	Dicots	PDPLM0C080	40	28742	47436	3311883	Inglewood	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	19060719	19060719	UNKNOWN	Threatened	None	G2	S2	1B.1		SB_CalBG/RSABG; SB_CRES	804	Dicots
66641	Navarretia prostrata	prostrate vernal pool navarretia	Dicots	PDPLM0C0Q0	14	47545	47955	3311884	Venice	LAX	3/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19440415	19440415	UNKNOWN	None	None	G2	S2	1B.2			104	Dicots

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12945	Nemacaulis denudata var. denudata	coast woolly-heads	Dicots	PDPGN0G011	21	27996	22217	3311863	San Pedro	LAX	3/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1905XXXX	1905XXXX	UNKNOWN	None	None	G3G4T2	S2	1B.2		SB_CalBG/RSABG; SB_CRES	104	Dicots
20047	Pentachaeta lyonii	Lyon's pentachaeta	Dicots	PDAST6X060	2	34591	48785	3311863	San Pedro	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	1994XXXX	188407XX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG	804	Dicots
60622	Phacelia stellaris	Brand's star phacelia	Dicots	PDHYD0C510	3	90351	1726	3311882	South Gate	LAX	1/5 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19230319	19230319	UNKNOWN	None	None	G1	S1	1B.1		SB_CalBG/RSABG	104	Dicots
20092	Suaeda esteroa	estuary seablite	Dicots	PDCHE0P0D0	17	34592	48871	3311863	San Pedro	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19040906	19040906	UNKNOWN	None	None	G3	S2	1B.2			804	Dicots
46086	Symphyotrichum defoliatum	San Bernardino aster	Dicots	PDASTE80C0	76	78718	79628	3311872	Long Beach	LAX	1/10 mile	Extirpated	Natural/Native occurrence	None	N	19320707	19320707	UNKNOWN	None	None	G2	S2	1B.2		SB_CalBG/RSABG; SB_CRES; USFS_S	104	Dicots
15548	Southern Dune Scrub	Southern Dune Scrub	Dune	CTT21330CA	1	1534	26328	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	1983XXXX	1983XXXX	CITY OF LOS ANGELES	None	None	G1	S1.1				804	Dune
6336	Siphateles bicolor mohavensis	Mohave tui chub	Fish	AFCJB1303H	5	1666	28635	3311873	Torrance	LAX	1/5 mile	Extirpated	Transplant Outside of Native Hab./Range	None	N	1976XXXX	1976XXXX	LAX COUNTY	Endangered	Endangered	G4T1	S1		FP	AFS_EN	204	Fish
89429	Bombus crotchii	Crotch bumble bee	Insects	IIHYM24480	314	B6396	119453	3311863	San Pedro	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20170715	20170715	CITY OF LOS ANGELES	None	Candidate Endangered	G2	S2			IUCN_EN	204	Insects
97138	Brennania belkini	Belkin's dune tabanid fly	Insects	IIDIP17010	2	B8182	14453	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Fair	N	202206XX	202206XX	CITY OF LOS ANGELES	None	None	G1G2	S1S2			IUCN_VU	203	Insects
17759	Cicindela hirticollis gravida	sandy beach tiger beetle	Insects	IICOL02101	11	36918	758	3311874	Redondo Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	LAX COUNTY	None	None	G5T2	S2				203	Insects
94041	Cicindela latesignata	western beach tiger beetle	Insects	IICOL02110	5	60935	121049	3311872	Long Beach	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	189508XX	UNKNOWN	None	None	G2G3	S1				803	Insects
16890	Cicindela senilis frosti	senile tiger beetle	Insects	IICOL02121	4	1609	22657	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1979XXXX	XXXXXXXX	LAX COUNTY-MANHATTAN BEACH	None	None	G2G3T1T3	S1				203	Insects
28164	Coelus globosus	globose dune beetle	Insects	IICOL4A010	16	59331	60666	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19730830	19730830	CITY OF LOS ANGELES	None	None	G1G2	S1S2			IUCN_VU	803	Insects
71244	Danaus plexippus plexippus pop. 1	monarch - California overwintering population	Insects	IILEPP2012	409	98324	99745	3311873	Torrance	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19851103	19851103	CITY OF TORRANCE	Candidate	None	G4T1T2Q	S2			IUCN_EN; USFS_S	203	Insects
27967	Eugnosta busckana	Busck's gallmoth	Insects	IILEM2X090	4	1534	60416	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19581119	19581119	CITY OF LOS ANGELES	None	None	G1G3	S2S3				804	Insects
36881	Euphilotes allyni	El Segundo blue butterfly	Insects	IILEPG201B	4	70052	70908	3311874	Redondo Beach	LAX	1/10 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	2007XXXX	2007XXXX	CITY OF TORRANCE	Endangered	None	G5T1	S1				204	Insects
17742	Glaucopsyche lygdamus palosverdesensis	Palos Verdes blue butterfly	Insects	IILEPG402A	10	1838	23017	3311863	San Pedro	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	1988XXXX	1983XXXX	PVT	Endangered	None	G5T1	S1				203	Insects
55632	Habroscelimorpha gabbii	western tidal-flat tiger beetle	Insects	IICOL02080	8	60935	87727	3311872	Long Beach	LAX	non-specific area	Possibly Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G2G4	S1				803	Insects
8882	Onychobaris langei	Lange's El Segundo Dune weevil	Insects	IICOL4W010	1	1535	13171	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19380928	19380928	CITY OF LA-LA/EL SEGUNDO DUNES	None	None	G1	S1				802	Insects
8883	Pelochrista hennei	Henne's eucosman moth	Insects	IILEM0R390	1	1535	14461	3311884	Venice	LAX	specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	1984XXXX	1984XXXX	CITY OF LA-LA/EL SEGUNDO DUNES	None	None	G1	S1				802	Insects
101444	Rhaphiomidas terminatus terminatus	El Segundo flower-loving fly	Insects	IIDIP05022	1	65035	65118	3311874	Redondo Beach	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	Y	200107XX	200107XX		None	None	G1T1	S1				999	Insects
27908	Trigonoscuta dorothea dorothea	Dorothy's El Segundo Dune weevil	Insects	IICOL51021	2	59331	14454	3311884	Venice	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19540312	19540312	PVT-LAX AIRPORT, CITY OF LA	None	None	G1T1	S1				803	Insects
32206	Eumops perotis californicus	western mastiff bat	Mammals	AMACD02011	65	66308	66394	3311883	Inglewood	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19870401	19870401	UNKNOWN	None	None	G4G5T4	S3S4		SSC	BLM_S	204	Mammals
34408	Lasionycteris noctivagans	silver-haired bat	Mammals	AMACC02010	50	68566	68930	3311872	Long Beach	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Unknown	N	19861118	19861118	UNKNOWN	None	None	G3G4	S3S4			IUCN_LC	201	Mammals
26929	Microtus californicus stephensi	south coast marsh vole	Mammals	AMAFF11035	2	1722	58981	3311884	Venice	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19570414	19570414	UNKNOWN	None	None	G5T2T3	S2		SSC		804	Mammals
10411	Neotoma lepida intermedia	San Diego desert woodrat	Mammals	AMAFF08041	11	33547	29698	3311863	San Pedro	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Poor	N	19910826	19910826	UNKNOWN	None	None	G5T3T4	S3S4		SSC		203	Mammals
34238	Nyctinomops femorosaccus	pocketed free-tailed bat	Mammals	AMACD04010	15	68461	68716	3311873	Torrance	LAX	4/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19851018	19851018	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	204	Mammals
27335	Nyctinomops macrotis	big free-tailed bat	Mammals	AMACD04020	5	27997	59564	3311872	Long Beach	LAX	1 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	19831007	19831007	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
16820	Perognathus longimembris pacificus	Pacific pocket mouse	Mammals	AMAFD01042	2	39858	34860	3311884	Venice	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	193806XX	193806XX	UNKNOWN	Endangered	None	G5T2	S2		SSC		203	Mammals
27043	Taxidea taxus	American badger	Mammals	AMAJF04010	291	51258	57504	3411812	Los Angeles	LAX	5 miles	Presumed Extant	Natural/Native occurrence	Unknown	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G5	S3		SSC	IUCN_LC	804	Mammals
92736	Glyptostoma gabrielense	San Gabriel chestnut	Mollusks	IMGASB1010	19	B5925	118937	3311872	Long Beach	LAX	1 mile	Possibly Extirpated	Natural/Native occurrence	None	N	19530522	19530522	UNKNOWN	None	None	G2	S3				204	Mollusks
87822	Gonidea angulata	western ridged mussel	Mollusks	IMBIV19010	153	B6054	119087	3411812	Los Angeles	LAX	non-specific area	Extirpated	Natural/Native occurrence	None	N	1993XXXX	XXXXXXXX	UNKNOWN	None	None	G3	S2			IUCN_VU	203	Mollusks
53803	Tryonia imitator	mimic tryonia (=California brackishwater snail)	Mollusks	IMGASJ7040	42	85175	86194	3311873	Torrance	LAX	1/5 mile	Presumed Extant	Natural/Native occurrence	Unknown	N	20071205	20071205	CITY OF LOS ANGELES	None	None	G2	S2			IUCN_DD	204	Mollusks

10 MILE UNIQUE

Object ID	Scientific Name	Common Name	Taxon Group	Element Code	Occ Number	MAPNDX	EONDX	Key Quad Code	Key Quad Name	Key County Code	Accuracy	Presence	Occ Type	Occ Rank	Sensitive	Site Date	Elm Date	Owner Management	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank	CDFW Status	Other Status	Symbology	Taxon Group
8771	Orcuttia californica	California Orcutt grass	Monocots	PMPOA4G010	13	47232	47232	3311871	Los Alamitos	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	Endangered	Endangered	G1	S1	1B.1		SB_CalBG/RSABG; SB_CRES	104	Monocots
46733	Anniella stebbinsi	Southern California legless lizard	Reptiles	ARACC01060	16	79246	80225	3311873	Torrance	LAX	80 meters	Presumed Extant	Natural/Native occurrence	Poor	N	20090222	20090222	PVT	None	None	G3	S3		SSC	USFS_S	201	Reptiles
3046	Phrynosoma blainvillii	coast horned lizard	Reptiles	ARACF12100	207	1796	28018	3311873	Torrance	LAX	1 mile	Extirpated	Natural/Native occurrence	None	N	XXXXXXXX	XXXXXXXX	UNKNOWN	None	None	G4	S4		SSC	BLM_S; IUCN_LC	204	Reptiles
11168	Southern Coastal Bluff Scrub	Southern Coastal Bluff Scrub	Scrub	CTT31200CA	23	17053	9609	3311874	Redondo Beach	LAX	non-specific area	Presumed Extant	Natural/Native occurrence	Unknown	N	19900901	19900901	UNKNOWN	None	None	G1	S1.1				303	Scrub

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ScientificName	CommonName	Family	Lifeform	CRPR	CRPRChangeDate	GRank	SRank	OtherStatus	CESA	FESA	BloomingPe	Habitat	Microhabita	Microhabita	ElevationLo
Abronia maritima	red sand-verbena	Nyctaginace	perennial he	4.2		G4	S3?	SB_CalBG/R	None	None	Feb-Nov	Coastal dunes			0
Aphanisma blitoides	aphanisma	Chenopodia	annual herb	1B.2		G3G4	S2	SB_CRES; SB	None	None	Feb-Jun	Coastal bluff scrub, Coas		Gravelly (so	1
Astragalus hornii var. hornii	Horn's milk-vetch	Fabaceae	annual herb	1B.1	11/28/2006 0:00	GUT1	S1	BLM_S	None	None	May-Oct	Meadows and seeps, Pla		Alkaline, Lal	60
Astragalus pycnostachyus var. lanosissimus	Ventura Marsh milk-vetch	Fabaceae	perennial he	1B.1		G2T1	S1	SB_CalBG/R	CE	FE	(Jun)Aug-Oc	Coastal dunes, Coastal scrub, Marshe			1
Astragalus tener var. titi	coastal dunes milk-vetch	Fabaceae	annual herb	1B.1		G2T1	S1	SB_CalBG/R	CE	FE	Mar-May	Coastal bluff scrub (sand		Mesic (ofte	1
Atriplex coulteri	Coulter's saltbush	Chenopodia	perennial he	1B.2		G3	S1S2	SB_CalBG/R	None	None	Mar-Oct	Coastal bluff scrub, Coas		Alkaline (so	3
Atriplex pacifica	south coast saltscale	Chenopodia	annual herb	1B.2		G4	S2	SB_CalBG/R	None	None	Mar-Oct	Coastal bluff scrub, Coastal dunes, Co			0
Atriplex parishii	Parish's brittlescale	Chenopodia	annual herb	1B.1		G1G2	S1	SB_CRES; US	None	None	Jun-Oct	Chenopod scrub, Playas,		Alkaline	25
Atriplex serenana var. davidsonii	Davidson's saltscale	Chenopodia	annual herb	1B.2		G5T1	S1	SB_CalBG/R	None	None	Apr-Oct	Coastal bluff scrub, Coas		Alkaline	10
Calochortus catalinae	Catalina mariposa lily	Liliaceae	perennial bu	4.2		G3G4	S3S4	SB_CalBG/R	None	None	(Feb)Mar-Ju	Chaparral, Cismontane woodland, Co			15
Calystegia peirsonii	Peirson's morning-glory	Convolvulac	perennial rh	4.2		G4	S4		None	None	Apr-Jun	Chaparral, Chenopod scrub, Cismonta			30
Camissoniopsis lewisii	Lewis' evening-primrose	Onagraceae	annual herb	3		G4	S4		None	None	Mar-May(Ju	Cismontane woodland, (		Clay (somet	0
Centromadia parryi ssp. australis	southern tarplant	Asteraceae	annual herb	1B.1		G3T2	S2	SB_CalBG/R	None	None	May-Nov	Marshes and swamps (margins), Valle			0
Centromadia pungens ssp. laevis	smooth tarplant	Asteraceae	annual herb	1B.1		G3G4T2	S2	SB_CalBG/R	None	None	Apr-Sep	Chenopod scrub, Meadc		Alkaline	0
Chaenactis glabriuscula var. orcuttiana	Orcutt's pincushion	Asteraceae	annual herb	1B.1		G5T1	S1	SB_CalBG/R	None	None	Jan-Aug	Coastal bluff scrub (sandy), Coastal d			0
Chenopodium littoreum	coastal goosefoot	Chenopodia	annual herb	1B.2	6/1/2011 16:28	G1	S1	SB_SBBG	None	None	Apr-Aug	Coastal dunes			10
Chloropyron maritimum ssp. maritimum	salt marsh bird's-beak	Orobanchac	annual herb	1B.2		G4?T1	S1	BLM_S; SB_(	CE	FE	May-Oct(No	Coastal dunes, Marshes and swamps			0
Chorizanthe parryi var. fernandina	San Fernando Valley spineflower	Polygonacea	annual herb	1B.1		G2T1	S1	SB_CalBG/R	CE	None	Apr-Jul	Coastal scrub (sandy), Valley and foot			150
Cistanthe maritima	seaside cistanthe	Montiaceae	annual herb	4.2		G3G4	S3	SB_CalBG/R	None	None	(Feb)Mar-Ju	Coastal bluff scrub, Coas		Sandy	5
Convolvulus simulans	small-flowered morning-glory	Convolvulac	annual herb	4.2		G4	S4	SB_CRES	None	None	Mar-Jul	Chaparral (openings), Co		Clay, Seeps,	30
Crossosoma californicum	Catalina crossosoma	Crossosoma	perennial de	1B.2		G3	S3	SB_CalBG/R	None	None	Feb-May	Chaparral, Coastal scrub		Rocky	0
Deinandra paniculata	paniculate tarplant	Asteraceae	annual herb	4.2	10/29/2012 0:00	G4	S4		None	None	(Mar)Apr-No	Coastal scrub, Valley and		Sandy (som	25
Dichondra occidentalis	western dichondra	Convolvulac	perennial rh	4.2		G3G4	S3S4		None	None	(Jan)Mar-Jul	Chaparral, Cismontane woodland, Co			50
Dithyrea maritima	beach spectaclepod	Brassicaceae	perennial rh	1B.1		G1	S1	SB_SBBG	CT	None	Mar-May	Coastal dunes, Coastal scrub (sandy)			3
Dudleya virens ssp. insularis	island green dudleya	Crassulacea	perennial he	1B.2		G3?T3	S3		None	None	Apr-Jun	Coastal bluff scrub, Coas		Rocky	5
Eryngium aristulatum var. parishii	San Diego button-celery	Apiaceae	annual/pere	1B.1		G5T1	S1	SB_CalBG/R	CE	FE	Apr-Jun	Coastal scrub, Valley and		Mesic	20
Erysimum insulare	island wallflower	Brassicaceae	perennial he	1B.3		G3	S3	SB_CalBG/R	None	None	Mar-Jul	Coastal bluff scrub, Coastal dunes			0
Erysimum suffrutescens	suffrutescent wallflower	Brassicaceae	perennial he	4.2		G3	S3	SB_SBBG	None	None	Jan-Jul(Aug)	Chaparral (maritime), Coastal bluff sc			0
Hordeum intercedens	vernal barley	Poaceae	annual herb	3.2	9/4/2013 0:00	G3G4	S3S4	SB_CalBG/R	None	None	Mar-Jun	Coastal dunes, Coastal scrub, Valley a			5
Horkelia cuneata var. puberula	mesa horkelia	Rosaceae	perennial he	1B.1		G4T1	S1	SB_CalBG/R	None	None	Feb-Jul(Sep)	Chaparral (maritime), Cis		Gravelly (so	70
Isocoma menziesii var. decumbens	decumbent goldenbush	Asteraceae	perennial sh	1B.2		G3G5T2T3	S2	BLM_S; SB_(	None	None	Apr-Nov	Chaparral, Coastal scrub (often distur			10
Juglans californica	Southern California black walnut	Juglandacea	perennial de	4.2		G4	S4	IUCN_NT; SE	None	None	Mar-Aug	Chaparral, C	alluvial		50
Juncus acutus ssp. leopoldii	southwestern spiny rush	Juncaceae	perennial rh	4.2		G5T5	S4	SB_CalBG/R	None	None	(Mar)May-Ju	Coastal dunes (mesic), Coastal scrub,			3
Lasthenia glabrata ssp. coulteri	Coulter's goldfields	Asteraceae	annual herb	1B.1		G4T2	S2	BLM_S; SB_(	None	None	Feb-Jun	Marshes and swamps (coastal salt), P			1
Lycium brevipes var. hassei	Santa Catalina Island desert-thorn	Solanaceae	perennial de	3.1	3/1/2016 18:30	G5T1Q	S1		None	None	Jun(Aug)	Coastal bluff scrub, Coastal scrub			65
Lycium californicum	California box-thorn	Solanaceae	perennial sh	4.2		G4	S4	SB_CalBG/R	None	None	Mar-Aug(De	Coastal bluff scrub, Coastal scrub			5
Nama stenocarpa	mud nama	Namaceae	annual/pere	2B.2	6/12/2013 16:46	G4G5	S1S2		None	None	Jan-Jul	Marshes and swamps (lake margins, r			5
Navarretia fossalis	spreading navarretia	Polemoniace	annual herb	1B.1		G2	S2	SB_CalBG/R	None	FT	Apr-Jun	Chenopod scrub, Marshes and swam			30
Navarretia prostrata	prostrate vernal pool navarretia	Polemoniace	annual herb	1B.2	8/27/2019 0:00	G2	S2		None	None	Apr-Jul	Coastal scrub, Meadows		Mesic	3
Nemacaulis denudata var. denudata	coast woolly-heads	Polygonacea	annual herb	1B.2		G3G4T2	S2	SB_CalBG/R	None	None	Apr-Sep	Coastal dunes			0
Orcuttia californica	California Orcutt grass	Poaceae	annual herb	1B.1		G1	S1	SB_CalBG/R	CE	FE	Apr-Aug	Vernal pools			15
Pentachaeta lyonii	Lyon's pentachaeta	Asteraceae	annual herb	1B.1		G1	S1	SB_CalBG/R	CE	FE	(Feb)Mar-Au	Chaparral (openings), Co		Clay, Rocky	30
Phacelia ramosissima var. austrolitoralis	south coast branching phacelia	Hydrophylla	perennial he	3.2	9/28/2011 0:00	G5?T3Q	S3		None	None	Mar-Aug	Chaparral, Coastal dunes		Rocky (som	5
Phacelia stellaris	Brand's star phacelia	Hydrophylla	annual herb	1B.1		G1	S1	SB_CalBG/R	None	None	Mar-Jun	Coastal dunes, Coastal scrub			1
Potentilla multijuga	Ballona cinquefoil	Rosaceae	perennial he	1A		GX	SX		None	None	Jun-Aug	Meadows and seeps (brackish)			0
Sidalcea neomexicana	salt spring checkerbloom	Malvaceae	perennial he	2B.2	6/12/2013 17:05	G4	S2	USFS_S	None	None	Mar-Jun	Chaparral, Coastal scrub		Alkaline, Me	15
Suaeda esteroa	estuary seablite	Chenopodia	perennial he	1B.2		G3	S2		None	None	(Jan-May)Ju	Marshes and swamps (coastal salt)			0
Suaeda taxifolia	woolly seablite	Chenopodia	perennial ev	4.2		G4	S4	SB_CRES	None	None	Jan-Dec	Coastal bluff scrub, Coastal dunes, M			0
Symphyotrichum defoliatum	San Bernardino aster	Asteraceae	perennial rh	1B.2	8/20/2004 0:00	G2	S2	SB_CalBG/R	None	None	Jul-Nov	Cismontane	near ditches	Streambank	2

ElevationLo	ElevationHig	ElevationHig	CAEndemic	States	Counties	Quads	EOTotal	EOA	EOB	EOC	EOD	EOX	EOU	EOHistorical	EORecent	EOExtant	EOPossiblyE	EOExtirpate	EOThreatLis	ThreatListTc
0	100	330	FALSE	BA, CA	LAX, ORA, S	Anacapa Isl	0	0	0	0	0	0	0	0	0	0	0	0		0
5	305	1000	FALSE	BA, CA, GU	LAX, ORA, S	Anacapa Isl	82	1	5	6	0	1	69	39	43	81	1	0	17	8
195	850	2790	FALSE	CA, NV	INY, KNG, K	Anaheim (3	28	0	3	2	0	5	18	22	6	23	0	5	6	3
5	35	115	TRUE	CA	LAX, ORA, V	Beverly Hills	7	0	0	0	1	6	0	6	1	1	3	3	1	6
5	50	165	TRUE	CA	LAX, MNT, S	Beverly Hills	6	0	1	0	0	3	2	5	1	3	3	0	4	6
10	460	1510	FALSE	BA, CA	LAX, ORA, S	Anacapa Isl	121	0	2	5	2	4	108	72	49	117	1	3	20	12
0	140	460	FALSE	AZ, BA, CA,	LAX, ORA, S	Anacapa Isl	109	0	2	7	2	3	95	50	59	106	2	1	19	8
80	1900	6235	FALSE	BA, CA	LAX, ORA, R	Anaheim (3	15	1	1	0	0	3	10	12	3	12	2	1	4	7
35	200	655	FALSE	BA, CA	LAX, ORA, R	El Casco (33	27	0	2	1	1	4	19	19	8	23	4	0	8	8
50	700	2295	TRUE	CA	LAX, ORA, R	Beverly Hills	0	0	0	0	0	0	0	0	0	0	0	0		0
100	1500	4920	TRUE	CA	KRN, LAX, V	Agua Dulce	26	5	14	3	0	0	4	26	0	26	0	0	2	1
0	300	985	FALSE	BA, CA	LAX, ORA, S	Alpine (321	0	0	0	0	0	0	0	0	0	0	0	0		0
0	480	1575	FALSE	BA, CA	LAX, ORA, S	Anaheim (3	94	3	17	11	4	10	49	56	38	84	4	6	43	16
0	640	2100	TRUE	CA	LAX, RIV, SB	Alberhill (33	137	2	13	25	9	14	74	65	72	123	8	6	77	15
0	100	330	FALSE	BA, CA	LAX, ORA, S	Bonsall (331	36	0	1	6	0	9	20	24	12	27	9	0	20	7
35	30	100	TRUE	CA	LAX, SBA, SI	Casmalia (3	13	0	0	0	0	1	12	8	5	12	0	1	6	1
0	30	100	FALSE	BA, CA	LAX, ORA, R	Aguanga (3	30	0	8	3	1	12	6	16	14	18	10	2	19	16
490	1220	4005	TRUE	CA	LAX, ORA, V	Black Star C	21	1	2	9	0	9	0	10	11	12	9	0	17	9
15	300	985	FALSE	BA, CA	LAX, MRN, (	Anacapa Isl	0	0	0	0	0	0	0	0	0	0	0	0		0
100	740	2430	FALSE	BA, CA	ALA, CCA, F	Alberhill (33	0	0	0	0	0	0	0	0	0	0	0	0		0
0	500	1640	FALSE	CA, GU	LAX	San Clemen	80	4	4	2	1	0	69	27	53	80	0	0	6	8
80	940	3085	FALSE	BA, CA	KRN, LAX, C	Aguanga (3	0	0	0	0	0	0	0	0	0	0	0	0		0
165	500	1640	FALSE	BA, CA	LAX, MRN, (	Bolinas (371	0	0	0	0	0	0	0	0	0	0	0	0		0
10	50	165	FALSE	BA, CA	LAX, SBA, SI	Arroyo Gran	28	2	4	0	1	3	18	18	10	25	0	3	13	8
15	300	985	TRUE	CA	LAX, VEN	Redondo Be	23	0	4	0	0	0	19	19	4	23	0	0	4	4
65	620	2035	FALSE	BA, CA	IMP, LAX, O	Del Mar (32	83	2	14	8	13	12	34	44	39	71	2	10	60	19
0	300	985	TRUE	CA	SBA, VEN	Anacapa Isl	14	0	0	0	0	0	14	14	0	14	0	0	0	0
0	150	490	TRUE	CA	LAX, SBA, SI	Casmalia (3	0	0	0	0	0	0	0	0	0	0	0	0		0
15	1000	3280	FALSE	BA, CA	FRE, KRN, L	Alberhill (33	0	0	0	0	0	0	0	0	0	0	0	0		0
230	810	2660	TRUE	CA	LAX, ORA, R	Alberhill (33	103	0	4	2	1	24	72	81	22	79	14	10	45	7
35	250	820	FALSE	BA, CA	LAX, ORA, S	Alpine (321	126	2	14	3	3	2	102	40	86	124	1	1	28	10
165	900	2955	TRUE	CA	ALA, CCA, F	Acton (3411	0	0	0	0	0	0	0	0	0	0	0	0		0
10	900	2955	FALSE	AZ, BA, CA,	IMP, LAX, M	Agua Calien	0	0	0	0	0	0	0	0	0	0	0	0		0
5	1220	4005	FALSE	BA, CA	COL, KRN, L	Alpaugh (35	111	7	8	4	2	15	75	69	42	96	14	1	43	15
215	300	985	TRUE	CA	LAX, ORA	Redondo Be	7	0	1	1	0	2	3	2	5	5	0	2	3	3
15	150	490	FALSE	AZ, BA, CA,	LAX, ORA, S	Dana Point	0	0	0	0	0	0	0	0	0	0	0	0		0
15	500	1640	FALSE	AZ, BA, CA,	IMP, KNG, L	Yuma East	22	0	1	2	2	3	14	18	4	19	2	1	4	2
100	655	2150	FALSE	BA, CA	LAX, RIV, SD	Bachelor M	82	6	14	11	7	10	34	33	49	72	5	5	50	18
10	1210	3970	TRUE	CA	ALA, FRE, LA	Arena (3712	61	3	9	2	0	9	38	29	32	52	6	3	45	16
0	100	330	FALSE	BA, CA	LAX, ORA, S	Del Mar (32	42	0	5	5	1	0	31	13	29	42	0	0	12	9
50	660	2165	FALSE	BA, CA	LAX, ORA, R	Bachelor M	39	0	9	6	3	7	14	21	18	32	3	4	25	13
100	690	2265	TRUE	CA	LAX, VEN	Long Beach	45	3	19	10	3	6	4	25	20	39	5	1	38	14
15	300	985	FALSE	BA, CA	LAX, ORA, S	Dana Point	0	0	0	0	0	0	0	0	0	0	0	0		0
5	400	1310	FALSE	BA, CA	LAX, ORA, R	Baldwin Par	15	0	3	0	0	6	6	11	4	9	6	0	6	8
0	2	5	TRUE	CA	LAX	Venice (331	1	0	0	0	0	1	0	1	0	0	0	1	1	1
50	1530	5020	FALSE	AZ, CA, CO,	KRN, LAX, C	Alamo Mou	30	0	1	0	0	8	21	27	3	22	7	1	10	1
0	5	15	FALSE	BA, CA	LAX, ORA, S	Del Mar (32	39	0	2	0	0	0	37	17	22	39	0	0	8	4
0	50	165	FALSE	BA, CA, GU	LAX, ORA, S	Anacapa Isl	0	0	0	0	0	0	0	0	0	0	0	0		0
5	2040	6695	TRUE	CA	IMP, KRN, L	Alberhill (33	102	1	6	1	1	16	77	59	43	86	3	13	28	11

ThreatList	Notes	Threats	Taxonomy	FullScientifi	Synonyms	ElementCod	USDAPlants	CBRReason	DateAdded	LastUpdate
	Nearly extirpated in southern CA; mor			Abronia maritima		PDNYC010E(	ABMA2		1/1/1994 0:00	5/26/2021 0:00
Developme	In steep decline on mainland, and also			Aphanisma blitoides		PDCHE0201(	APBL		1/1/1980 0:00	12/6/2022 0:00
Agriculture,	Subject to eradication efforts in early			Astragalus hornii var. hor		PDFAB0F421			12/1/2006 0:00	8/25/2021 0:00
Developme	Rediscovered near Oxnard in 1997; no			Astragalus pycnostachyu		PDFAB0F7B3	ASPYL		1/1/1974 0:00	6/6/2023 0:00
Developme	Known from fewer than 10 occurrenc			Astragalus tener var. titi		PDFAB0F8R2	ASTET		1/1/1974 0:00	6/8/2022 0:00
Biocides, De	Can flower a	Threatened	Closely allied	Atriplex coulteri		PDCHE040E(	ATCO5		1/1/1994 0:00	4/5/2022 0:00
Developme	Can grow as	Greatly redu	Similar to&n	Atriplex pacifica		PDCHE041C(	ATPA		1/1/1994 0:00	12/6/2022 0:00
Agriculture,	Threatened by development, agricultu			Atriplex parishii		PDCHE041D	ATPA2		1/1/1988 0:00	8/25/2021 0:00
Altered floo	Is plant extirpated from LAX Co.? Kno			Atriplex serenana var. da		PDCHE041T3	ATSED		1/1/1994 0:00	8/25/2021 0:00
	Threatened by development.			Calochortus catalinae		PMLIL0D080	CACA5		1/1/1974 0:00	5/26/2021 0:00
Grazing	Threatened by grazing and developme			Calystegia peirsonii		PDCON040A	CAPE18		1/1/1974 0:00	5/26/2021 0:00
	Move to List 4? Location	Dried mater		Camissoniop	Camissonia	PDONA030X0			1/1/1994 0:00	9/27/2021 0:00
Agriculture,	Need confirmation of SCT Isl. occurrer			Centromadia	Hemizonia p	PDAST4R0P4	CEPAA		1/1/1994 0:00	5/26/2021 0:00
Agriculture,	Many historical occurrences may be e			Centromadia	Hemizonia p	PDAST4R0R4	CEPUL		1/1/1994 0:00	10/4/2021 0:00
Developme	Threatened by development, foot traf			Chaenactis glabriuscula v		PDAST20095	CHGLO		1/1/2001 0:00	9/5/2023 0:00
Non-native	Possibly threatened by recreational ac			Chenopodium littoreum		PDCHE091Z(	CHLI11		6/1/2011 0:00	12/6/2022 0:00
Altered floo	Threatened by vehicles, road construc			Chloropyron	Cordylanthu	PDSCR0J0C2			1/1/1974 0:00	5/26/2021 0:00
Agriculture,	Rediscovered in 1999. Most historical			Chorizanthe parryi var. fe		PDPGN040J3	CHPAF		1/1/1974 0:00	5/26/2021 0:00
				Cistanthe m	Calandrinia	PDPOR0902(	CIMA4		1/1/1980 0:00	11/5/2021 0:00
	Rare in southern CA. Threatened by c			Convolvulus simulans		PDCON05060			1/1/1994 0:00	11/5/2021 0:00
Developme	Threatened by development. Recover			Crossosoma californicum		PDCRO0202(	CRCA4		1/1/1980 0:00	11/5/2021 0:00
	Some historical occurrences extirpate			Deinandra paniculata		PDAST4R0N0			1/1/2001 0:00	12/9/2021 0:00
	Records for MRN Co. are questionable			Dichondra occidentalis		PDCON0806(	DIOC2		1/1/1974 0:00	5/26/2021 0:00
Erosion/run	Extirpated from half of its historical ra			Dithyrea maritima		PDBRA1002(	DIMA6		1/1/1980 0:00	5/26/2021 0:00
Developme	Threatened by development. See Bul			Dudleya virens ssp. insula		PDCRA040S2	DUVII		1/1/2001 0:00	12/9/2021 0:00
Agriculture,	Threatened	Threatened by agricultur		Eryngium aristulatum var		PDAPI0Z042	ERARP		1/1/1974 0:00	12/9/2021 0:00
	Last seen on SCZ Isl. in 1966.			Erysimum in	Erysimum ir	PDBRA160D2	ERIN8		1/1/1974 0:00	5/26/2021 0:00
	Threatened by coastal development, v			Erysimum su	Erysimum ir	PDBRA160D2			1/1/1980 0:00	5/26/2021 0:00
	Move to CRPR 1B or 4? Many herbari			Hordeum intercedens		PMPOA380E	HOIN2		1/1/1994 0:00	5/26/2021 0:00
Developme	Many histor	Possibly thre	ntergrades v	Horkelia cur	Horkelia cu	PDROS0W045			1/1/2001 0:00	12/6/2022 0:00
Developme	Need quads for SCM and SCT islands.			Isocoma menziesii var. de		PDAST57091	ISMED		1/1/1994 0:00	12/6/2022 0:00
	Walnut forest is a much fragmented, r			Juglans calif	Juglans calif	PDJUG0202(	JUCA		1/1/1994 0:00	1/5/2022 0:00
	Threatened by urbanization and flood			Juncus acutu	Juncus acut	PMJUN0105	JUACL		1/1/1988 0:00	12/6/2022 0:00
Agriculture,	Known to have declined significantly b			Lasthenia glabrata ssp. co		PDAST5L0A1	LAGLC		1/1/1994 0:00	1/5/2022 0:00
Developme	Previously CRPR 1B.1; taxonomic disti			Lycium brev	Lycium hass	PDSOL0G0N0			1/1/1974 0:00	5/26/2021 0:00
	Threatened by development. Possibly			Lycium californicum		PDSOL0G05(	LYCA		1/1/2001 0:00	6/3/2021 0:00
Developme	See Proceedings of the American Acad			Nama steno	Nama stenc	PDHYD0A0H0			1/1/1994 0:00	5/26/2021 0:00
Agriculture,	Threatened by urbanization, agricultu			Navarretia fossalis		PDPLM0C08	NAFO		1/1/1980 0:00	5/26/2021 0:00
Altered floo	Threatened by development, vehicles			Navarretia prostrata		PDPLM0C0C	NAPR2		1/1/2001 0:00	6/8/2022 0:00
Biocides, Di	Much reduced by coastal developmer			Nemacaulis denudata var		PDPGN0G01	NEDED		1/1/1994 0:00	5/26/2021 0:00
Agriculture,	Seriously threatened by agriculture, d			Orcuttia cali	Orcuttia cal	PMPOA4G03	ORCA		1/1/1974 0:00	5/26/2021 0:00
Agriculture,	Threatened by development, alteratic			Pentachaeta lyonii		PDAST6X060	PELY4		1/1/1974 0:00	6/8/2022 0:00
	Previously on List 4.2. Occurrences fr			Phacelia ramosissima var		PDHYD0C41	PHRAA		5/17/2007 0:00	6/8/2022 0:00
Developme	Known from approximately ten occur			Phacelia stellaris		PDHYD0C51	PHST7		1/1/1994 0:00	5/26/2021 0:00
Developme	Known only from one occurrence nea			Potentilla multijuga		PDROS1B12(	POMU5		1/1/1974 0:00	5/26/2021 0:00
Developme	See University of Washington Publicat			Sidalcea neomexicana		PDMAL110J(	SINE3		1/1/1994 0:00	6/8/2022 0:00
Developme	Potentially threatened by developmer			Suaeda esteroa		PDCHE0P0D	SUES		1/1/1984 0:00	5/26/2021 0:00
	Possibly threatened by urbanization, i			Suaeda taxifolia		PDCHE0P0L(	SUTA2		1/1/1994 0:00	5/26/2021 0:00
Agriculture,	Possibly threatened by non-native pla			Symphyotrichum defoliat		PDASTE80C(	SYDE		1/1/2004 0:00	6/8/2022 0:00

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

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Location

Los Angeles County, California

Local office

Carlsbad Fish And Wildlife Office

(760) 431-9440
(760) 431-5901

2177 Salk Avenue - Suite 250
Carlsbad, CA 92008-7385

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Pacific Pocket Mouse Perognathus longimembris pacificus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8080	Endangered

Birds

NAME	STATUS
California Least Tern Sterna antillarum browni Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8104	Endangered
Coastal California Gnatcatcher Polioptila californica californica Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8178	Threatened
Least Bell's Vireo Vireo bellii pusillus Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5945	Endangered

Western Snowy Plover Charadrius nivosus nivosus There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8035	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/9743	Candidate

Crustaceans

NAME	STATUS
Riverside Fairy Shrimp Streptocephalus woottoni Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8148	Endangered

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Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

There are no documented cases of eagles being present at this location. However, if you believe eagles may be using your site, please reach out to the local Fish and Wildlife Service office.

Additional information can be found using the following links:

- Eagle Managment https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply). To see a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/ documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

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The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Allen's Hummingbird Selasphorus sasin This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9637	Breeds Feb 1 to Jul 15
Belding's Savannah Sparrow Passerculus sandwichensis beldingi This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8	Breeds Apr 1 to Aug 15
Black Oystercatcher Haematopus bachmani This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9591	Breeds Apr 15 to Oct 31
Black Skimmer Rynchops niger This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5234	Breeds May 20 to Sep 15
Black Tern Chlidonias niger This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3093	Breeds May 15 to Aug 20
Black-chinned Sparrow Spizella atrogularis This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9447	Breeds Apr 15 to Jul 31

Bullock's Oriole Icterus bullockii This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Mar 21 to Jul 25
California Gull Larus californicus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 1 to Jul 31
Clark's Grebe Aechmophorus clarkii This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Jun 1 to Aug 31
Common Yellowthroat Geothlypis trichas sinuosa This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/2084	Breeds May 20 to Jul 31
Lawrence's Goldfinch Carduelis lawrencei This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9464	Breeds Mar 20 to Sep 20
Marbled Godwit Limosa fedoa This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9481	Breeds elsewhere
Nuttall's Woodpecker Picoides nuttallii This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9410	Breeds Apr 1 to Jul 20
Olive-sided Flycatcher Contopus cooperi This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3914	Breeds May 20 to Aug 31
Short-billed Dowitcher Limnodromus griseus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Western Grebe aechmophorus occidentalis This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6743	Breeds Jun 1 to Aug 31
Willet Tringa semipalmata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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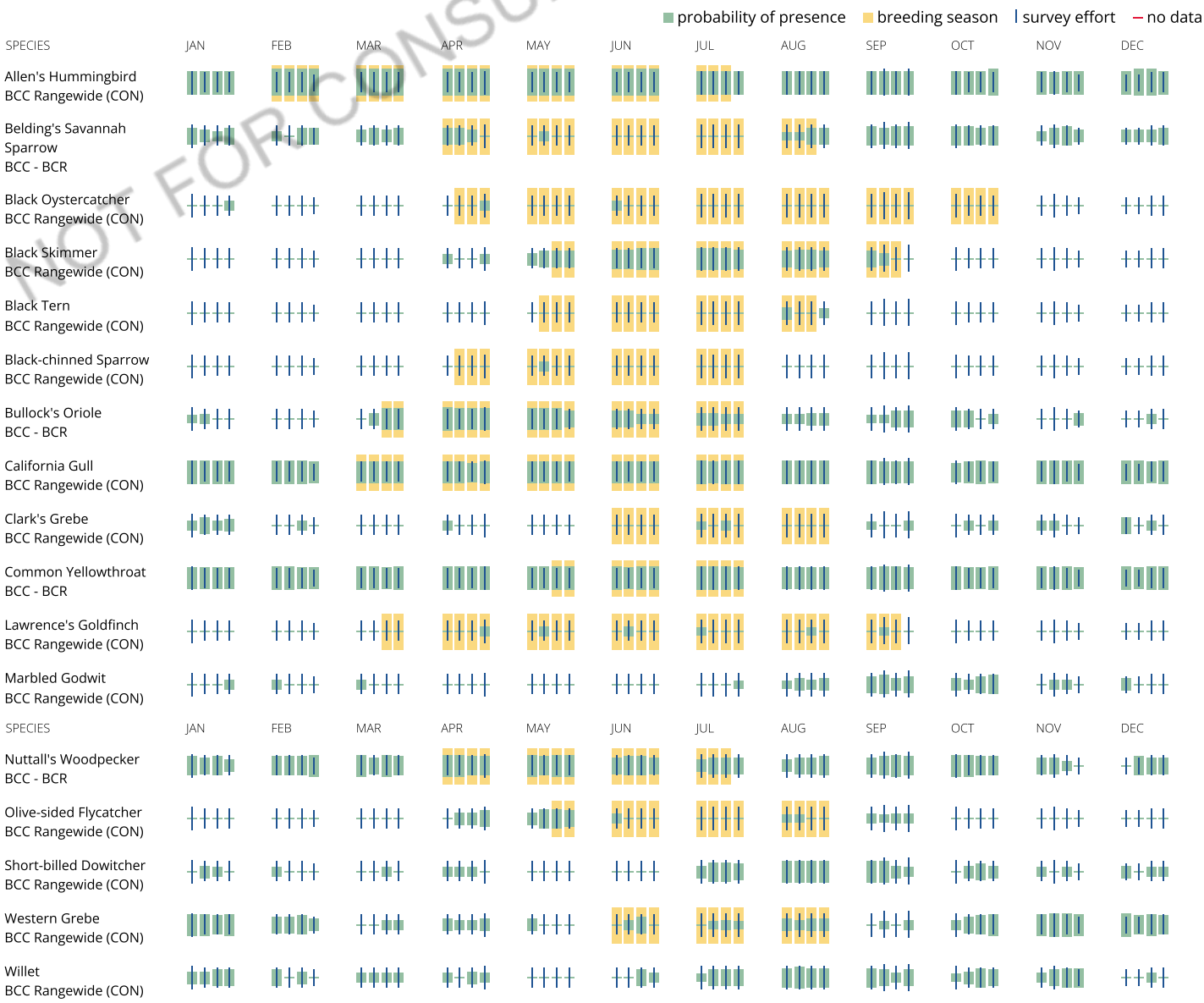

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project

area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

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Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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Attachment B:
Noise Report

3615 MAIN STREET, SUITE 103
RIVERSIDE, CALIFORNIA 92501

MEMORANDUM

To:	VESI 27 LLC (applicant)
From:	Mark Storm, INCE Bd. Cert. (Dudek)
Subject:	Griffith Energy Storage Project -- Operational Noise Analysis and Construction Noise Study
Date:	October 5, 2025
cc:	Bradley Cole (Dudek)
Attachments:	Figure 1 – Noise Level Contours / Receptor Noise Level Results Attachment A -- Construction Noise Prediction Model Worksheets

Dudek has prepared the following summary of predictive noise analyses for proposed operation associated with the proposed Griffith Energy Storage Project (project) and offers a discussion with respect to relevant City of Carson (City) Noise Ordinance and General Plan 2040 Noise Element standards.

Project Background

The proposed project site is located on a parcel of land at 18800 S. Broadway Street, Carson, California, currently designated as a Heavy Manufacturing Zone per the City's Zoning Map (City of Carson 2017). The project will consist of modular battery energy storage enclosures, inverters, medium-voltage (MV) transformers, and a high-voltage (HV) transformer.

Site Operation Noise Limits

Noise sources affecting outdoor sound levels on the project site and in the vicinity include industrial operations and electrical generation facility operations. Operational noise levels from the project are expected to be compatible with existing outdoor sound environment in the area, which includes the adjacent Southern California Edison Nola Substation. The following noise standards apply at nearby off-site noise-sensitive receptors such as the existing residential homes east and southeast of the project site, across South Main Street.

City of Carson Noise Ordinance

Chapter 5, Noise Control Ordinance, of the City's Municipal Code adopts, with some specific amendments, Chapter 12.08 from the Los Angeles County Code (City of Carson 2021). Section 12.08.390 of the Los Angeles County Code (County of Los Angeles 2009) establishes "Standard No. 1" exterior noise thresholds for residential properties (i.e., "Noise Zone" type II land uses) at 45 dBA during nighttime half-hour periods (from 10:00 p.m. to 7:00 a.m.) and 50 dBA for daytime half-hour periods (from 7:00 a.m. to 10:00 p.m.). For industrial-type receptors (Noise Zone IV) such as the heavy and light manufacturing zones that are adjacent to the proposed project site, the noise threshold is 70 dBA during any half-hour period. These quantified limits may not be exceeded for more than fifteen (15) cumulative minutes within any half-hour period. Because the proposed project is an energy storage facility featuring electrical equipment and ventilation/cooling systems that tend to operate in a steady-state manner and thus produce relatively continuous sources of noise, demonstrated compliance with these Standard No. 1 thresholds—as predictively assessed herein—can be reasonably interpreted to mean that compliance with Standard No. 2, 3, 4, and 5 would also be met.

With respect to construction activity not undertaken by the City, the applicable noise thresholds refer to Section 12.08.440 of the Los Angeles County Code and vary with the type of receiving property, time of day, and day of the week. Including some City adjustments on the durations of construction activity, these construction noise limits are interpreted as follows for assessment at the nearest receiving single-family residential properties on the eastern side of W. Main Street:

- Mobile equipment (<20 days duration) – 75 dBA from 7 a.m. to 8 p.m. daily (except Sundays and legal holidays); and
- Stationary equipment or mobile equipment (>20 days duration) – 65 dBA from 7 a.m. to 8 p.m. daily (except Sundays and legal holidays).

Furthermore, Section 12.08.440.A from the County's noise ordinance states: "operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work between weekday hours of 7:00 p.m. and 7:00 a.m., or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across a residential or commercial real-property line, except for emergency work of public service utilities or by variance issued by the health officer is prohibited."

City of Carson General Plan Noise Element

According to Table 9-3 (Noise Generation Performance Standards for Non-Transportation Sources) in the recently revised Chapter 9 (i.e., the Noise Element) of the City's 2040 General Plan Noise Element, the exterior noise thresholds "as measured at the edge of the property line" (City of Carson 2023) and attributed to the aggregate of project operational noise sources would be as follows:

- Daytime (7 a.m. to 10 p.m.) = 55 dBA hourly L_{eq}, 75 dBA L_{max}; and
- Nighttime (10 p.m. to 7 a.m.) = 45 dBA hourly L_{eq}, 65 dBA L_{max}.

Despite the preceding summary of the City's Noise Ordinance, the revised General Plan Noise Element states: "In case of any discrepancies between the General Plan and the Noise Ordinance standards, standards in the General Plan prevail" (City of Carson 2023); thus, the above hourly L_{eq} and L_{max} limits would apply to project operation.

Prediction Model Methodology

Operation

Using DataKustik's CadnaA software, which models three-dimensional outdoor sound propagation based on International Organization for Standardization (ISO) 9613-2 algorithms and relevant reference data, an operational scenario of the proposed project was modeled for purposes of this analysis. The modeled scenario included the following operating assumptions for the anticipated noise sources: 132 battery energy storage enclosures, 33 inverters, and one (1) substation transformer operating nominally at 200 MVA. Proposed project facilities are expected to operate as often as 24 hours a day, 365 days a year. The predictive analysis assumes that all the above equipment is operating under a charging or discharging condition that may last up to a full continuous hour. For purposes of this preliminary analysis, the overall A-weighted levels appearing in Table 1 were used to define the individual project sound sources.

Table 1. Reference Sound Levels for the Modeled Individual Sources of Onsite Major Equipment Noise Emission

Source	Reference Sound Power Level (dBA) per 1/3-OBCF (Hz)									Overall Sound Level (dBA)
	31.5	63	125	250	500	1,000	2,000	4,000	8,000	
Battery Container (4-hour, 5-fan, 20% cooling capacity)*	37.3	50.5	58.4	57.3	57.0	59.3	56.2	50.5	39.3	70.0
Battery Container (4-hour, 5-fan, 40% cooling capacity)*	37.7	50.9	55.3	69.2	63.0	67.0	64.5	61.8	48.2	76.9
Substation Transformer	30	49	61	63	69	66	62	57	48	72.4
Medium Voltage (MV) Transformer	30	49	61	63	69	66	62	57	48	72.4

Notes: 1/3-OBCF = One-third Octave Band Center Frequency; dBA = A-weighted decibels; BESS = battery energy storage system.
*Operational equipment reference noise levels used for the project noise study are based upon project-specific information provided by the currently proposed battery vendor (Tesla Energy 2024).

Construction

The predictive analysis herein evaluates project construction noise emission with two approaches: 1) it locates multiple sound-emitting sources (i.e., operating stationary and mobile equipment) associated with each distinct project construction phase as a collective idealized single point at the approximate geographic centroid of the project construction area; and 2) it locates a set of equipment for the phase as a point source just within the project construction area boundary position nearest to the offsite representative noise-sensitive receptor of interest (i.e., the existing single-family homes on the eastern side of W. Main Street). The first method is comparable to that of the Federal Transit Administration (FTA) "general assessment" technique that locates the two loudest expected equipment at the acoustic center of a work zone, which represents a time-averaged position of the studied heavy equipment when their actual locations moment to moment are uncertain. The second method assumes, more conservatively, that the equipment could be active at the construction site boundary and thus closer to the same studied noise-sensitive receiver position.

Using a Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) emulator that relies upon reference sound levels as shown in Table 1 of the RCNM User's Guide (FHWA 2006), aggregate construction noise exposure levels can be predicted at the noise-sensitive receptor position for each studied sequential project construction phase. The model inputs appear in Attachment 1, and assume the inclusion of the existing 6.5'-tall solid privacy wall that separates W. Main Street from the backyards of the single-family homes.

Prediction Results

Operation

Figure 1 displays the predicted aggregate project operational noise level as an hourly L_{eq} value, which is consistent with the assessment metric per the City's Noise Element, for what is anticipated to be a "loudest hour" of operation with respect to the operation of battery container thermal management systems (a.k.a., cooling fans). The

concentric bands of different colors appearing in Figure 1 representing 5-decibel-wide ranges of sound pressure level, consistent with the color band legend appearing at the bottom right of the image. The predicted operational noise emission displayed in Figure 1 includes the effects of the following project features and offsite surroundings:

- An existing offsite building southeast of the project site.
- An onsite 10-ft tall precast masonry fence near the project's eastern, northern, and southern property lines, and a 3.5-ft tall rod iron fence near the west side of the project.
- 22 feet east of the above-referenced western rod iron fence is a 10-ft tall masonry fence in which there are two openings for onsite driveway access gates (assumed to be closed with solid sound-blocking materials and assembly).
- An existing offsite 8-ft tall barrier on the east side of SCE Nola Substation, and an existing 6.5 ft barrier on the east side of Main Street. These existing barriers would help reduce operational noise levels generated by the proposed project at the noise-sensitive residential receptors located east of the project site, across South Main Street. Table 2 provides the predicted sound pressure levels at the modeled receptors (NSR1-3) surrounding the project site.
- The battery containers are currently modeled as parallel side-by-side pairs, so that air intakes are facing north and south (not east or west).

Table 2. Predicted Project Operation Sound Pressure Levels at Modeled Receptors

Modeled Receptor (as abbreviated on Figure 1)	Predicted Aggregate Operation Noise Level (dBA hourly L_{eq})	General Plan Noise Element Nighttime Threshold at Project Property Line (dBA hourly L_{eq})	Compliance? (yes or no)
NSR1	37.3	n/a	yes*
NSR2	32.6	n/a	yes*
NSR3	31.8	n/a	yes*
Northern PL, west (PLNW)	41.6	45	yes
Northern PL, east (PLNE)	36.1	45	yes
Eastern PL, south (PLES)	35.4	45	yes
Eastern PL, north (PLEN)	33.3	45	yes
Southern PL, west (PLSW)	40.7	45	yes
Southern PL, east (PLSE)	38.4	45	yes
Western PL, north (PLWN)	44.5	45	yes
Western PL, south (PLWS)	43.3	45	yes

Notes: dBA = A-weighted decibels; L_{eq} = energy-equivalent level. *compliance is with respect to the City's noise ordinance, which is also 45 dBA at night but applied at the receiving land use—not the project property line as the Noise Element requires.

As shown in Table 2, the predicted aggregate sound emission from an hour-long period of all operating battery energy storage enclosures, inverters, and the collector substation transformer is as high as 44.5 dBA L_{eq} at the

project site boundary line. Therefore, and as depicted in the adjoining predicted color-coded decibel bands ("contours") of Figure 1, project operation is expected to comply with the nighttime hourly L_{eq} value of 45 dBA as applied at the project property line as required by the General Plan 2040 Noise Element.

While the City's Noise Element includes an accompanying 65 dBA L_{max} standard that must also be satisfied at the project property line, its magnitude is twenty decibels greater than the 45 dBA hourly L_{eq} criterion. For electro-mechanical equipment like the onsite battery containers, MV inverters, and collector substation transformer that feature rotating, reciprocating, or oscillating components that operate in a generally steady-state manner when active, the decibel variance between a measured L_{max} and the hourly L_{eq} is expected to be much smaller; hence, predicted compliance with the latter as shown in Table 2 and in Figure 1 logically implies compliance with the former acoustical metric.

Construction

Construction noise emission from a well-defined area typically attenuates at approximately 6 decibels (dB) per doubling of distance. Project construction would take place as close as 395 feet to the nearest existing noise-sensitive uses (single-family residences east of the project site); or, the distance between the Project site geographic centroid and these same nearest receptors would be approximately 720 feet. The results in Table 3 display the predicted noise levels for each anticipated construction phase with respect to these different evaluation distances. The prediction results and the corresponding construction activity noise model input parameters appear in Attachment A.

Table 3. Predicted Construction Noise Levels per Activity Phase

Construction Phase	Hourly L_{eq} (dBA) at Nearest Noise-Sensitive Receptor to Construction Site Boundary (CSB) 395 *ft*	Hourly L_{eq} (dBA) at Nearest Noise-Sensitive Receptor to Acoustical Centroid of Site (ACS) 720 *ft*
Access Road Site preparation, Grading, and Paving	58.7	53.2
Site Preparation	61.7	56.1
Switchyard site Preparation	56.9	51.4
Grading	64.0	58.5
Switchyard grading	59.8	54.2
Wall Earthwork and Installation	59.7	54.2
Battery/Container installation	60.4	54.9
Switchyard Installation	63.6	58.1
Loop-in Transmission Foundation and a Tower Erect	56.3	50.8
Loop-in Transmission Stringing and Pulling	57.7	52.2
Stormwater Structure and Waterline Installation and landscaping installation	59.6	54.1
Decommissioning	63.0	57.4

Notes: L_{eq} = equivalent noise level; dBA = A-weighted decibels.

Potholing operations are anticipated to occur at six different locations along West Griffith Street as part of the construction activities. These operations will take place as close as 250 feet from the nearest sensitive receptor. Equipment expected to be used includes a concrete saw and a vacuum truck. Based on this distance and equipment type, the calculated hourly L_{eq} at the nearest receptor is approximately 63.5 dBA.

Although nearby off-site residences would be exposed to elevated construction noise levels, the increased noise levels would be temporary and conclude upon completion of Project construction activities. Noise levels associated with construction noise are predicted to be below the City noise limit of 65 dBA hourly L_{eq}. It is also anticipated that construction activities associated with the proposed project would take place primarily within the allowable hours per the City Code. Therefore, construction noise is not anticipated to adversely affect the nearest offsite noise-sensitive receptors.

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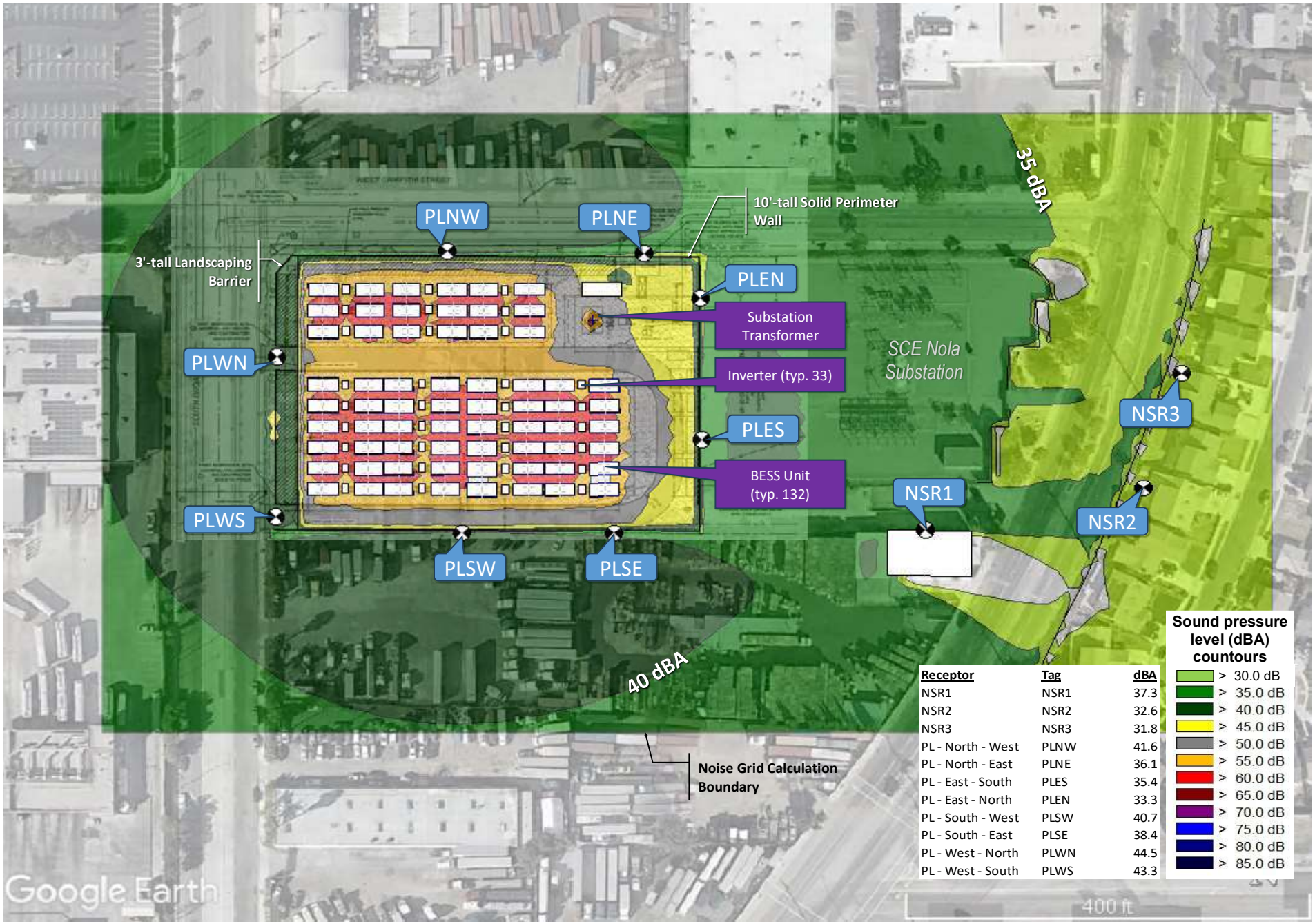
Tesla Energy 2024. Personal communication via email, Wanning Lyu (Tesla Energy Staff Engineer), April 18.



Receptor	Tag	dBA
NSR1	NSR1	37.3
NSR2	NSR2	32.6
NSR3	NSR3	31.8
PL - North - West	PLNW	41.6
PL - North - East	PLNE	36.1
PL - East - South	PLES	35.4
PL - East - North	PLEN	33.3
PL - South - West	PLSW	40.7
PL - South - East	PLSE	38.4
PL - West - North	PLWN	44.5
PL - West - South	PLWS	43.3

FIGURE 1 -- Noise Level Contours / Receptor Noise Level Results

DUDEK

0 53.5 107 Feet

Predicted BESS Operations, Loudest Hour Leq (battery container cooling at 40% capacity, modeled with area sources; 10'-tall wall)

Griffith Energy Storage (Dudek Project No. 12782.05)

To User: bordered cells are inputs, unbordered cells have formulae
enter "0" to turn off air or grnd absorption terms, "1" to turn on

air abs? 1
grnd abs? 1

magnitude of threshold (dBA) = 65
allowable hours over which Leq is to be averaged = 1

Source, receptor, and barrier all share same reference grade elevation; unless otherwise noted)
= Barrier of input height inserted between source and receptor

Project Phase No.	Project Phase Description	Comparable FHWA RCNM Construction Equipment Type	Quantity	AUF % (from FHWA RCNM)	Reference Lmax @ 50 ft. from FHWA RCNM	Source to NSR Distance (ft.)	*Temporary Barrier Insertion Loss (dB)*	*Additional Noise Reduction*	Distance-Adjusted Lmax	Allowable Operation Time (hours)	Allowable Operation Time (minutes)	Predicted 1-hour Leq	Source Elevation (ft)	Receiver Elevation (ft)	Barrier Height (ft)	Source to Barr. ("A") Horiz. (ft)	Rcvr. to Barr. ("B") Horiz. (ft)	Source to Rcvr. ("C") Horiz. (ft)	"A" (ft)	"B" (ft)	"C" (ft)	Path Length Diff. "P" (ft)	Abarr (dB)	Heff (with barrier)	Heff (wout barrier)	G (with barrier)	G (without barrier)	ILbarr (dB)
1	Access road site preperation, grading and paving	grader	1	40	85	720	3		53.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	1	40	84	720	3		52.6	1	60	49	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		front end loader	1	40	79	720	3		47.6	1	60	44	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		front end loader	1	40	79	720	3		47.6	1	60	44	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Access road site preperation, grading and paving Phase										**53.2**																
2	Site preperation	grader	2	40	85	720	3		53.6	1	60	53	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	1	40	84	720	3		52.6	1	60	49	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		backhoe	1	40	78	720	3		46.6	1	60	43	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		dozer	2	40	82	720	3		50.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		front end loader	2	40	79	720	3		47.6	1	60	47	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Site preperation Phase										**56.1**																
3	Switchyard site preperation	front end loader	2	40	79	720	3		47.6	1	60	47	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		dozer	2	40	82	720	3		50.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Switchyard site preperation Phase										**51.4**																
4	Grading	grader	4	40	85	720	3		53.6	1	60	56	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		dozer	2	40	82	720	3		50.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	2	40	84	720	3		52.6	1	60	52	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		compactor (ground)	2	20	80	720	3		48.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		roller	2	20	80	720	3		48.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		front end loader	2	40	79	720	3		47.6	1	60	47	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Grading Phase										**58.5**																
5	Switchyard grading	roller	2	20	80	720	3		48.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		dozer	2	40	82	720	3		50.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	2	40	84	720	3		52.6	1	60	52	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Switchyard grading Phase										**54.2**																
6	Wall earthwork and installation	excavator	2	40	81	720	3		49.6	1	60	49	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		rock drill	2	20	81	720	3		49.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	2	40	84	720	3		52.6	1	60	52	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		man lift	2	20	75	720	3		43.6	1	60	40	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Wall earthwork and installation Phase										**54.2**																
7	Battery/container installation	compressor (air)	4	40	78	720	3		46.6	1	60	49	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		crane	2	16	81	720	3		49.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		excavator	2	40	81	720	3		49.6	1	60	49	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		generator	4	50	72	720	3		40.6	1	60	44	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		roller	2	20	80	720	3		48.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		man lift	2	20	75	720	3		43.6	1	60	40	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		front end loader	2	40	79	720	3		47.6	1	60	47	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		compactor (ground)	2	20	80	720	3		48.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Battery/container installation Phase										**54.9**																
8	Switchyard installation	man lift	4	20	75	720	3		43.6	1	60	43	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		compressor (air)	2	40	78	720	3		46.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		drill rig truck	2	20	79	720	3		47.6	1	60	44	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		crane	1	16	81	720	3		49.6	1	60	42	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		excavator	1	40	81	720	3		49.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		generator	2	50	72	720	3		40.6	1	60	41	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		roller	2	20	80	720	3		48.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		man lift	2	20	75	720	3		43.6	1	60	40	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		dozer	2	40	82	720	3		50.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		front end loader	2	40	79	720	3		47.6	1	60	47	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	4	40	84	720	3		52.6	1	60	55	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		rock drill	2	20	81	720	3		49.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Switchyard installation Phase										**58.1**																
9	Loop-in transmission foundation and tower erection	compressor (air)	2	40	78	720	3		46.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		crane	1	16	81	720	3		49.6	1	60	42	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		man lift	2	20	75	720	3		43.6	1	60	40	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		generator	2	50	72	720	3		40.6	1	60	41	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		pumps	2	50	77	720	3		45.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Welder / Torch	2	40	73	720	3		41.6	1	60	41	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Loop-in transmission foundation and tower erection Phase										**50.8**																
10	Loop-in transmission stringing and pulling	man lift	2	20	75	720	3		43.6	1	60	40	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	2	40	84	720	3		52.6	1	60	52	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		generator	2	50	72	720	3		40.6	1	60	41	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Loop-in transmission stringing and pulling Phase										**52.2**																
11	Stormwater structure and waterline installation and landscaping installation	excavator	2	40	81	720	3		49.6	1	60	49	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		rock drill	2	20	81	720	3		49.6	1	60	46	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	2	40	84	720	3		52.6	1	60	52	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Stormwater structure and waterline installation and landscaping installation Phase										**54.1**																
12	Decommissioning	crane	2	16	81	720	3		49.6	1	60	45	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		tractor	2	40	84	720	3		52.6	1	60	52	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		concrete saw	2	20	90	720	3		58.6	1	60	55	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		dozer	2	40	82	720	3		50.6	1	60	50	6	5	6.5	710	10	720	710.0	10.1	720.0	0.11	4.3	12.0	5.5	0.5	0.7	3.0
		Total Aggregate Noise Exposure from Decommissioning Phase										**57.4**																

To User: bordered cells are inputs, unbordered cells have formulae
enter "0" to turn off air or grnd absorption terms, "1" to turn on

air abs? 1
grnd abs? 1

magnitude of threshold (dBA) = 65
allowable hours over which Leq is to be averaged = 1

Source, receptor, and barrier all share same reference grade elevation; unless otherwise noted)
= Barrier of input height inserted between source and receptor

Project Phase No.	Project Phase Description	Comparable FHWA RCNM Construction Equipment Type	Quantity	AUF % (from FHWA RCNM)	Reference Lmax @ 50 ft. from FHWA RCNM	Source to NSR Distance (ft.)	*Temporary Barrier Insertion Loss (dB)*	*Additional Noise Reduction*	Distance-Adjusted Lmax	Allowable Operation Time (hours)	Allowable Operation Time (minutes)	Predicted 1-hour Leq	Source Elevation (ft)	Receiver Elevation (ft)	Barrier Height (ft)	Source to Barr. ("A") Horiz. (ft)	Rcvr. to Barr. ("B") Horiz. (ft)	Source to Rcvr. ("C") Horiz. (ft)	"A" (ft)	"B" (ft)	"C" (ft)	Path Length Diff. "P" (ft)	Abarr (dB)	Heff (with barrier)	Heff (wout barrier)	G (with barrier)	G (without barrier)	ILbarr (dB)
1	Access road site preperation, grading and paving	Grader	1	40	85	395	3		59.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	1	40	84	395	3		58.1	1	60	54	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		front end loader	1	40	79	395	3		53.1	1	60	49	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		front end loader	1	40	79	395	3		53.1	1	60	49	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Access road site preperation, grading and paving Phase				**58.7**															
2	Site preperation	grader	2	40	85	395	3		59.1	1	60	58	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	1	40	84	395	3		58.1	1	60	54	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		backhoe	1	40	78	395	3		52.1	1	60	48	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		dozer	2	40	82	395	3		56.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		front end loader	2	40	79	395	3		53.1	1	60	52	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Site preperation Phase				**61.7**															
3	Switchyard site preperation	front end loader	2	40	79	395	3		53.1	1	60	52	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		dozer	2	40	82	395	3		56.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Switchyard site preperation Phase				**56.9**															
4	Grading	grader	4	40	85	395	3		59.1	1	60	61	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		dozer	2	40	82	395	3		56.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	2	40	84	395	3		58.1	1	60	57	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		compactor (ground)	2	20	80	395	3		54.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		roller	2	20	80	395	3		54.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		front end loader	2	40	79	395	3		53.1	1	60	52	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Grading Phase				**64.0**															
5	Switchyard grading	roller	2	20	80	395	3		54.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		dozer	2	40	82	395	3		56.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	2	40	84	395	3		58.1	1	60	57	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Switchyard grading Phase				**59.8**															
6	Wall earthwork and installation	excavator	2	40	81	395	3		55.1	1	60	54	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		rock drill	2	20	81	395	3		55.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	2	40	84	395	3		58.1	1	60	57	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		man lift	2	20	75	395	3		49.1	1	60	45	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Wall earthwork and installation Phase				**59.7**															
7	Battery/container installation	compressor (air)	4	40	78	395	3		52.1	1	60	54	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		crane	2	16	81	395	3		55.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		excavator	2	40	81	395	3		55.1	1	60	54	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		generator	4	50	72	395	3		46.1	1	60	49	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		roller	2	20	80	395	3		54.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		man lift	2	20	75	395	3		49.1	1	60	45	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		front end loader	2	40	79	395	3		53.1	1	60	52	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		compactor (ground)	2	20	80	395	3		54.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Battery/container installation Phase				**60.4**															
8	Switchyard installation	man lift	4	20	75	395	3		49.1	1	60	48	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		compressor (air)	2	40	78	395	3		52.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		drill rig truck	2	20	79	395	3		53.1	1	60	49	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		crane	1	16	81	395	3		55.1	1	60	47	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		excavator	1	40	81	395	3		55.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		generator	2	50	72	395	3		46.1	1	60	46	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		roller	2	20	80	395	3		54.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		man lift	2	20	75	395	3		49.1	1	60	45	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		dozer	2	40	82	395	3		56.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		front end loader	2	40	79	395	3		53.1	1	60	52	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	4	40	84	395	3		58.1	1	60	60	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		rock drill	2	20	81	395	3		55.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Switchyard installation Phase				**63.6**															
9	Loop-in transmission foundation and tower erection	compressor (air)	2	40	78	395	3		52.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		crane	1	16	81	395	3		55.1	1	60	47	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		man lift	2	20	75	395	3		49.1	1	60	45	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		generator	2	50	72	395	3		46.1	1	60	46	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		pumps	2	50	77	395	3		51.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		Welder / Torch	2	40	73	395	3		47.1	1	60	46	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Loop-in transmission foundation and tower erection Phase				**56.3**															
10	Loop-in transmission stringing and pulling	man lift	2	20	75	395	3		49.1	1	60	45	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	2	40	84	395	3		58.1	1	60	57	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		generator	2	50	72	395	3		46.1	1	60	46	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Loop-in transmission stringing and pulling Phase				**57.7**															
11	Stormwater structure and waterline installation and landscaping installation	excavator	2	40	81	395	3		55.1	1	60	54	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		rock drill	2	20	81	395	3		55.1	1	60	51	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	2	40	84	395	3		58.1	1	60	57	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Stormwater structure and waterline installation and landscaping installation Phase				**59.6**															
12	Decommissioning	crane	2	16	81	395	3		55.1	1	60	50	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		tractor	2	40	84	395	3		58.1	1	60	57	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		concrete saw	2	20	90	395	3		64.1	1	60	60	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
		dozer	2	40	82	395	3		56.1	1	60	55	6	5	6.5	385	10	395	385.0	10.1	395.0	0.11	4.3	12.0	5.5	0.5	0.7	3.3
								Total Aggregate Noise Exposure from Decommissioning Phase				**63.0**															
13	Potholing	concrete saw	1	20	90	250	4		68.4	1	60	61	6	5	6.5	240	10	250	240.0	10.1	250.0	0.11	4.3	12.0	5.5	0.5	0.7	3.5
		Vacuum Excavator (Vac-truck)	1	40	85	250	4		63.4	1	60	59	6	5	6.5	240	10	250	240.0	10.1	250.0	0.11	4.3	12.0	5.5	0.5	0.7	3.5
								Total Aggregate Noise Exposure from Potholing Phase				**63.5**															

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Attachment C:
Air Quality Supporting Documents

Griffith Energy Storage Project
Project Information and CalEEMod Modeling Inputs

PROPOSED PROJECT - SITE PLANS Date May 5, 2021				
LandUse Category	**Modeled Land Use**	**Footprint SF**	**Building SF**	**Lot Acreage**
Substation Area (87 x 108)	User Industrial	9,233	NA	0.21
Storwater Treatment Area	Industrial/Stormwater Treatment	10,810	NA	0.25
Equipment Area	Other Non-Asphalt Surfaces	83,532	NA	1.92
Access Road Area	Other Asphalt Surfaces	19,130	NA	0.44
Subtotal		122,705		
Easement/Landscaped Buffer	Industrial/Landscaping	7,782	NA	0.18
	Total Site Area	130,487		2.996
Landscaping Area = total pervious area = 18,592 sq ft				
Special landscaping = stormwater treatment area = 10,810 sq ft				

MATERIAL REQUIREMENTS/IMPORTED QUANTITIES			
Site Breakdown:	**SF**	**CY Asphalt**	**CY Gravel/ Aggregate**
Substation	5,960	0	294
Eqpt Areas	38,220	0	1416
Gravel Pad (w/o Substation)	50,572	0	2498
Access Road	19,538	181	724
Total	**114,290**	**181**	**4932**
Construction Materials:	4208	CY Asphalt /Gravel/Aggregate	
Paving Materials:	905	CY = 113.1	trips @ 16 CY per truck

Griffith Battery Energy Storage System (BESS) Project Custom Report

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1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	Griffith Battery Energy Storage System (BESS) Project
Construction Start Date	6/3/2024
Lead Agency	—
Land Use Scale	Project/site
Analysis Level for Defaults	County
Windspeed (m/s)	3.50
Precipitation (days)	17.4
Location	18800 S Broadway, Gardena, CA 90248, USA
County	Los Angeles-South Coast
City	Carson
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	4670
EDFZ	7
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.21

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Industrial	1.00	User Defined Unit	0.64	0.00	18,592	10,810	—	—

Other Non-Asphalt Surfaces	83.5	1000sqft	1.92	0.00	0.00	0.00	—	—
Other Asphalt Surfaces	19.1	1000sqft	0.44	0.00	0.00	0.00	—	—

2. Emissions Summary

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	4.31	3.63	32.8	37.1	0.05	1.45	3.67	5.11	1.33	1.54	2.87	—	6,078	6,078	0.25	0.14	3.67	6,115
2025	2.38	1.98	15.3	23.2	0.03	0.62	1.39	2.01	0.57	0.33	0.91	—	5,058	5,058	0.22	0.19	6.37	5,126
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	3.58	3.00	25.7	29.9	0.04	1.13	4.11	5.24	1.04	1.66	2.70	—	6,086	6,086	0.26	0.18	0.17	6,147
2025	1.34	1.14	8.15	11.9	0.02	0.34	0.78	1.12	0.31	0.18	0.49	—	2,573	2,573	0.11	0.04	0.08	2,589
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	1.05	0.88	7.79	8.80	0.01	0.35	1.29	1.64	0.32	0.55	0.87	—	1,652	1,652	0.07	0.04	0.63	1,667
2025	0.30	0.25	1.86	2.74	< 0.005	0.08	0.17	0.25	0.07	0.04	0.11	—	592	592	0.03	0.01	0.31	597
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2024	0.19	0.16	1.42	1.61	< 0.005	0.06	0.24	0.30	0.06	0.10	0.16	—	274	274	0.01	0.01	0.10	276
2025	0.05	0.05	0.34	0.50	< 0.005	0.01	0.03	0.05	0.01	0.01	0.02	—	98.1	98.1	< 0.005	< 0.005	0.05	98.9

3. Construction Emissions Details

3.1. Demolition (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.92	1.61	15.6	16.0	0.02	0.67	—	0.67	0.62	—	0.62	—	2,494	2,494	0.10	0.02	—	2,502
Demolition	—	—	—	—	—	—	0.08	0.08	—	0.01	0.01	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.05	0.04	0.43	0.44	< 0.005	0.02	—	0.02	0.02	—	0.02	—	68.3	68.3	< 0.005	< 0.005	—	68.6
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.01	0.01	0.08	0.08	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	11.3	11.3	< 0.005	< 0.005	—	11.3
Demolition	—	—	—	—	—	—	< 0.005	< 0.005	—	< 0.005	< 0.005	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	0.14	2.26	0.00	0.00	0.39	0.39	0.00	0.09	0.09	—	424	424	0.02	0.01	1.67	430
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.01	< 0.005	0.13	0.05	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	106	106	0.01	0.02	0.24	111
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	11.2	11.2	< 0.005	< 0.005	0.02	11.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	2.90	2.90	< 0.005	< 0.005	< 0.005	3.04
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.85	1.85	< 0.005	< 0.005	< 0.005	1.87
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.48	0.48	< 0.005	< 0.005	< 0.005	0.50

3.3. Grading (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	2.08	1.75	16.7	16.4	0.02	0.77	—	0.77	0.71	—	0.71	—	2,595	2,595	0.11	0.02	—	2,604

Dust From Material Movement	—	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.31	0.26	2.52	2.48	< 0.005	0.12	—	0.12	0.11	—	0.11	—	391	391	0.02	< 0.005	—	392
Dust From Material Movement	—	—	—	—	—	—	0.42	0.42	—	0.20	0.20	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.06	0.05	0.46	0.45	< 0.005	0.02	—	0.02	0.02	—	0.02	—	64.7	64.7	< 0.005	< 0.005	—	65.0
Dust From Material Movement	—	—	—	—	—	—	0.08	0.08	—	0.04	0.04	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	0.14	2.26	0.00	0.00	0.39	0.39	0.00	0.09	0.09	—	424	424	0.02	0.01	1.67	430
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	35.9	35.9	< 0.005	0.01	0.08	37.7

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.03	0.30	0.00	0.00	0.06	0.06	0.00	0.01	0.01	—	61.4	61.4	< 0.005	< 0.005	0.11	62.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.41	5.41	< 0.005	< 0.005	0.01	5.68
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.06	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.2	10.2	< 0.005	< 0.005	0.02	10.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	0.90	0.90	< 0.005	< 0.005	< 0.005	0.94

3.5. Grading/Foundation (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.96	1.65	15.9	15.4	0.02	0.74	—	0.74	0.68	—	0.68	—	2,454	2,454	0.10	0.02	—	2,462
Dust From Material Movement	—	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	1.96	1.65	15.9	15.4	0.02	0.74	—	0.74	0.68	—	0.68	—	2,454	2,454	0.10	0.02	—	2,462
Dust From Material Movement	—	—	—	—	—	—	2.76	2.76	—	1.34	1.34	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.40	0.34	3.26	3.17	< 0.005	0.15	—	0.15	0.14	—	0.14	—	504	504	0.02	< 0.005	—	506
Dust From Material Movement	—	—	—	—	—	—	0.57	0.57	—	0.27	0.27	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.07	0.06	0.60	0.58	< 0.005	0.03	—	0.03	0.03	—	0.03	—	83.5	83.5	< 0.005	< 0.005	—	83.8
Dust From Material Movement	—	—	—	—	—	—	0.10	0.10	—	0.05	0.05	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	0.14	2.26	0.00	0.00	0.39	0.39	0.00	0.09	0.09	—	424	424	0.02	0.01	1.67	430
Vendor	0.01	< 0.005	0.21	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	147	147	0.01	0.02	0.33	155
Hauling	0.04	0.01	0.62	0.24	< 0.005	0.01	0.13	0.14	0.01	0.04	0.04	—	494	494	0.03	0.08	1.14	520

Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.15	0.13	0.17	1.91	0.00	0.00	0.39	0.39	0.00	0.09	0.09	—	401	401	0.02	0.01	0.04	406
Vendor	0.01	< 0.005	0.22	0.09	< 0.005	< 0.005	0.04	0.04	< 0.005	0.01	0.01	—	147	147	0.01	0.02	0.01	155
Hauling	0.04	0.01	0.64	0.24	< 0.005	0.01	0.13	0.14	0.01	0.04	0.04	—	495	495	0.03	0.08	0.03	519
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.03	0.03	0.03	0.41	0.00	0.00	0.08	0.08	0.00	0.02	0.02	—	83.7	83.7	< 0.005	< 0.005	0.15	84.9
Vendor	< 0.005	< 0.005	0.04	0.02	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	30.3	30.3	< 0.005	< 0.005	0.03	31.8
Hauling	0.01	< 0.005	0.13	0.05	< 0.005	< 0.005	0.03	0.03	< 0.005	0.01	0.01	—	102	102	0.01	0.02	0.10	107
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	< 0.005	0.01	0.08	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	13.9	13.9	< 0.005	< 0.005	0.02	14.1
Vendor	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	5.01	5.01	< 0.005	< 0.005	< 0.005	5.26
Hauling	< 0.005	< 0.005	0.02	0.01	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	—	16.8	16.8	< 0.005	< 0.005	0.02	17.7

3.7. Building Construction (2024) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.12	0.94	8.44	8.44	0.02	0.38	—	0.38	0.35	—	0.35	—	1,786	1,786	0.07	0.01	—	1,792
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.17	0.14	1.27	1.27	< 0.005	0.06	—	0.06	0.05	—	0.05	—	269	269	0.01	< 0.005	—	270
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.03	0.03	0.23	0.23	< 0.005	0.01	—	0.01	0.01	—	0.01	—	44.6	44.6	< 0.005	< 0.005	—	44.7
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.30	0.27	0.34	3.83	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	803	803	0.04	0.03	0.09	813
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.04	0.04	0.05	0.61	0.00	0.00	0.12	0.12	0.00	0.03	0.03	—	123	123	0.01	< 0.005	0.22	124
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.11	0.00	0.00	0.02	0.02	0.00	< 0.005	< 0.005	—	20.3	20.3	< 0.005	< 0.005	0.04	20.6
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.9. Building Construction (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.05	0.88	7.86	8.35	0.02	0.34	—	0.34	0.31	—	0.31	—	1,786	1,786	0.07	0.01	—	1,792
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	1.05	0.88	7.86	8.35	0.02	0.34	—	0.34	0.31	—	0.31	—	1,786	1,786	0.07	0.01	—	1,792
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.21	0.18	1.60	1.70	< 0.005	0.07	—	0.07	0.06	—	0.06	—	364	364	0.01	< 0.005	—	365
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.04	0.03	0.29	0.31	< 0.005	0.01	—	0.01	0.01	—	0.01	—	60.2	60.2	< 0.005	< 0.005	—	60.4
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.29	0.26	0.26	4.17	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	830	830	0.04	0.03	3.04	842
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.28	0.25	0.29	3.54	0.00	0.00	0.78	0.78	0.00	0.18	0.18	—	786	786	0.04	0.03	0.08	796
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.06	0.05	0.06	0.76	0.00	0.00	0.16	0.16	0.00	0.04	0.04	—	162	162	0.01	0.01	0.27	165
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.01	0.01	0.01	0.14	0.00	0.00	0.03	0.03	0.00	0.01	0.01	—	26.9	26.9	< 0.005	< 0.005	0.04	27.2
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

3.11. Paving (2025) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	BCO2	NBCO2	CO2T	CH4	N2O	R	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Off-Road Equipment	0.83	0.70	6.13	8.21	0.01	0.27	—	0.27	0.25	—	0.25	—	1,244	1,244	0.05	0.01	—	1,248
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.02	0.02	0.17	0.23	< 0.005	0.01	—	0.01	0.01	—	0.01	—	34.1	34.1	< 0.005	< 0.005	—	34.2
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.03	0.04	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	—	5.64	5.64	< 0.005	< 0.005	—	5.66
Paving	—	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.14	0.13	0.13	2.09	0.00	0.00	0.39	0.39	0.00	0.09	0.09	—	415	415	0.02	0.01	1.52	421
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.06	0.01	0.96	0.37	0.01	0.01	0.21	0.22	0.01	0.06	0.07	—	783	783	0.04	0.12	1.82	822
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Worker	< 0.005	< 0.005	< 0.005	0.05	0.00	0.00	0.01	0.01	0.00	< 0.005	< 0.005	—	10.9	10.9	< 0.005	< 0.005	0.02	11.1
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.03	0.01	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	—	21.5	21.5	< 0.005	< 0.005	0.02	22.5
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	0.01	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	—	1.81	1.81	< 0.005	< 0.005	< 0.005	1.83
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	< 0.005	< 0.005	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	3.55	3.55	< 0.005	< 0.005	< 0.005	3.73

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Demolition	Demolition	6/3/2024	6/15/2024	5.00	10.0	—
Grading	Grading	6/3/2024	8/16/2024	5.00	55.0	—
Grading/Foundation	Grading	8/17/2024	11/30/2024	5.00	75.0	—
Building Construction	Building Construction	10/16/2024	4/14/2025	5.00	129	—
Paving	Paving	4/1/2025	4/14/2025	5.00	10.0	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Demolition	Tractors/Loaders/Backhoes	Diesel	Average	3.00	8.00	84.0	0.37
Demolition	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Demolition	Concrete/Industrial Saws	Diesel	Average	1.00	8.00	33.0	0.73

Grading	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading	Tractors/Loaders/Backhoes	Diesel	Average	2.00	7.00	84.0	0.37
Grading	Excavators	Diesel	Average	1.00	8.00	36.0	0.38
Grading/Foundation	Graders	Diesel	Average	1.00	8.00	148	0.41
Grading/Foundation	Rubber Tired Dozers	Diesel	Average	1.00	8.00	367	0.40
Grading/Foundation	Tractors/Loaders/Backhoes	Diesel	Average	2.00	7.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	8.00	367	0.29
Building Construction	Forklifts	Diesel	Average	2.00	7.00	82.0	0.20
Building Construction	Generator Sets	Diesel	Average	1.00	8.00	14.0	0.74
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	1.00	6.00	84.0	0.37
Building Construction	Trenchers	Diesel	Average	1.00	8.00	40.0	0.50
Paving	Tractors/Loaders/Backhoes	Diesel	Average	1.00	8.00	84.0	0.37
Paving	Pavers	Diesel	Average	1.00	8.00	81.0	0.42
Paving	Paving Equipment	Diesel	Average	1.00	8.00	89.0	0.36
Paving	Rollers	Diesel	Average	2.00	8.00	36.0	0.38
Paving	Cement and Mortar Mixers	Diesel	Average	1.00	8.00	10.0	0.56

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Demolition	—	—	—	—
Demolition	Worker	30.0	18.5	LDA,LDT1,LDT2

Demolition	Vendor	—	10.2	HHDT,MHDT
Demolition	Hauling	1.50	20.0	HHDT
Demolition	Onsite truck	—	—	HHDT
Grading	—	—	—	—
Grading	Worker	30.0	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT
Grading	Hauling	0.51	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Grading/Foundation	—	—	—	—
Grading/Foundation	Worker	30.0	18.5	LDA,LDT1,LDT2
Grading/Foundation	Vendor	4.00	10.2	HHDT
Grading/Foundation	Hauling	7.01	20.0	HHDT
Grading/Foundation	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	60.0	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	0.00	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT
Paving	—	—	—	—
Paving	Worker	30.0	18.5	LDA,LDT1,LDT2
Paving	Vendor	0.00	10.2	HHDT,MHDT
Paving	Hauling	11.3	20.0	HHDT
Paving	Onsite truck	—	—	HHDT

5.4. Vehicles

5.4.1. Construction Vehicle Control Strategies

Non-applicable. No control strategies activated by user.

5.5. Architectural Coatings

Phase Name	Residential Interior Area Coated (sq ft)	Residential Exterior Area Coated (sq ft)	Non-Residential Interior Area Coated (sq ft)	Non-Residential Exterior Area Coated (sq ft)	Parking Area Coated (sq ft)

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Cubic Yards)	Material Exported (Cubic Yards)	Acres Graded (acres)	Material Demolished (Ton of Debris)	Acres Paved (acres)
Demolition	0.00	0.00	0.00	57.0	—
Grading	0.00	220	55.0	0.00	—
Grading/Foundation	4,208	0.00	75.0	0.00	—
Paving	0.00	0.00	0.00	0.00	0.00

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%
Water Demolished Area	2	36%	36%

5.7. Construction Paving

Land Use	Area Paved (acres)	% Asphalt
User Defined Industrial	0.00	0%

5.8. Construction Electricity Consumption and Emissions Factors

kWh per Year and Emission Factor (lb/MWh)

Year	kWh per Year	CO2	CH4	N2O

2024	0.00	532	0.03	< 0.005
2025	0.00	532	0.03	< 0.005

8. User Changes to Default Data

Screen	Justification
Land Use	Site plan.
Construction: Construction Phases	Applicant-provided schedule.
Construction: Off-Road Equipment	Added excavator to grading phase to accomplish 220 cy of cut/fill. Added trencher to building construction phase to accomplish electrical trenching.
Construction: Trips and VMT	Applicant provided asphalt and aggregate haul quantities. Applicant provided worker counts.

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FCS
An ADEC Innovation

Attachment D:
Cultural Resources Supporting Documents

19-000088

ARCHEOLOGICAL SURVEY OF SOUTHERN CALIFORNIA

LAn-88 | RACER'S MISC. SITES #1

SITE LA-88 | LAT. ____ ALT. ____ LOS ANGELES CO.

LONG. ____ QUAD. ____ SECTION ____ T ____ R ____ B&M ____

TYPE: artifact area[1] house[2] burial[3] cremation[4] shell midden[5] midden[6] workshop[7] fire[8] mourning cer.[9] effigy[10] trail.[11]
maze[12] bedrock mortars[13] do. metates[14] pictographs[15] petroglyphs[16] village site[17] quarry[18] other[19] ____

Area of site: ____ Deep deposit[1] shallow[2] surf. only[3] overburden?[4] ____

Water source: spring[1] stream[2] lake[3] tank[4] lagoon[5] ____ Location: ____

Location of site: beach[1] terrace[2] bluff[3] shore[4] mesa[5] cave[6] rock shelter[7] dune[8] alluv. fan[9] ____[10]

Access to site: "MISC. SMALL SITES AROUND THE BORDERS OF LAGUNAS DE LOS DOMINGUEZ (NIGGER SLOUGH)." (SOUTH OF GARDENA) Dist. from road: ____

Condition: wind eroded[1] water eroded[2] cultivated[3] overgrown[4] construction[5] pitted[6] ____

Owner: gov't[1] private[2] ____ Permission[3] ____

Artifacts: pottery[1] bone[2] shell[3] asphaltum[4] pigment[5] vegetal[6] European[7] food remains[8] other[9] ____

Chipped Stone: points[1] knives[2] scrapers[3] drills[4] ornaments[5] other.[6] ____

Pecked: metates[1] manos[2] mortars[3] pestles[4] bowls[5] other.[6] ____ ground?[7] polished?[8]

Loc. of coll: L.A.[1] SB[2] SD[3] SW[4] KH[5] AV[6] SH[7] PS[8] other[9] ____ Photos.[10] ____ Report.[11]

Date: RACER - Apr., 1939 Recorded by: F.H. RACER (4/39) LOMITA, CALIF. (ROZAIRE - 2/51) Excavation? ____

REMARKS: THESE SITES "ARE HARD TO LOCATE AND VERY FEW ARTIFACTS CAN BE FOUND."

"NO DOUBT THERE ARE MANY OTHER SMALL SITES THAT I HAVE NOT YET DISCOVERED IN THIS DISTRICT."

m. -11. RACER, F.H. - APR., 1939. "INDIAN CAMP SITES IN THE HARBOR DISTRICT." LOMITA, CALIF. (mss.)

ARCHEOLOGICAL SURVEY OF SOUTHERN CALIFORNIA

LAn-102 | RACER'S SITE #19

SITE LA-102 | LAT. ____ ALT. ____ LOS ANGELES CO.

LONG. ____ QUAD. ____ SECTION ____ T ____ R ____ B&M ____

TYPE: artifact area[1] house[2] burial[3] cremation[4] shell midden[5] midden[6] workshop[7] fire[8] mourning cer.[9] effigy[10] trail.[11]
maze[12] bedrock mortars[13] do. metates[14] pictographs[15] petroglyphs[16] village site[17] quarry[18] other[19] ____

Area of site: ____ Deep deposit[1] shallow[2] surf. only[3] overburden?[4] ____

Water source: spring[1] stream[2] lake[3] tank[4] lagoon[5] ____ Location: ____

Location of site: beach[1] terrace[2] bluff[3] shore[4] mesa[5] cave[6] rock shelter[7] dune[8] alluv. fan[9] BANK OF SLOUGH[10]

Access to site: "SMALL SITE ON BANK OF SLOUGH BETWEEN VERMONT AND MAIN STREET AND SOUTH OF 190TH STREET." Dist. from road: ____

Condition: wind eroded[1] water eroded[2] cultivated[3] overgrown[4] construction[5] pitted[6] ____

Owner: gov't[1] private[2] ____ Permission[3] ____

Artifacts: pottery[1] bone[2] shell[3] asphaltum[4] pigment[5] vegetal[6] European[7] food remains[8] other[9] ____

Chipped Stone: points[1] knives[2] scrapers[3] drills[4] ornaments[5] other.[6] ____

Pecked: metates[1] manos[2] mortars[3] pestles[4] bowls[5] other.[6] ____ ground?[7] polished?[8]

Loc. of coll: L.A.[1] SB[2] SD[3] SW[4] KH[5] AV[6] SH[7] PS[8] other[9] ____ Photos.[10] ____ Report.[11]

Date: RACER - APR. 1939 Recorded by: F.H. RACER (4/39), LOMITA, CALIF. (ROZAIRE - 2/51) Excavation? ____

C. "SEA SHELLS. FLINT CHIPS."

I. "BROKEN MANOS."

m. 11. RACER, F.H. - APR., 1939. "INDIAN CAMP SITES IN THE HARBOR DIST." LOMITA, CALIF. (mss.)

MAPPED

19-000088

University of California

ARCHAEOLOGICAL SITE SURVEY RECORD

1. Site LAn 88 2. Map Torrance & Inglewood 7.5' 3. County L.A.

4. Twp. 3S Range 13?14W; ____ 1/4 of ____ 1/4 of Sec. ____

5. Location "Misc. small sites around the borders of Lagunas de los Dominguez (Nigger Slough) [Sic]." South of Gardena.

6. On contour elevation ____

7. Previous designations for site LA-88 (Racer's Misc. Sites #1)

8. Owner ____ 9. Address ____

10. Previous owners, dates ____

11. Present tenant ____

12. Attitude toward excavation ____

13. Description of site "These sites are hard to locate and very few artifacts can be found." "No doubt there are many other small sites that I have not yet discovered in this district."

14. Area ____ 15. Depth ____ 16. Height ____

17. Vegetation ____ 18. Nearest water ____

19. Soil of site ____ 20. Surrounding soil type ____

21. Previous excavation ____

22. Cultivation ____ 23. Erosion ____

24. Buildings, roads, etc. ____

25. Possibility of destruction ____

26. House pits ____

27. Other features ____

28. Burials ____

29. Artifacts ____

30. Remarks ____

31. Published references Racer, F.H. (Apr. 1939): "Indian Camp Sites in the Harbor District" Lomita, Calif. (Mss)

32. Accession No. ____ 33. Sketch map ____

34. Date April, 1939 35. Recorded by F.H. Racer 36. Photos ____

19-000088

University of California

MAPPED

ARCHAEOLOGICAL SITE SURVEY RECORD

1. Site LAn ~~102~~ 88 2. Map Torrance 7.5' 3. County L.A.

4. Twp. 35 - 45 line Range 14W ; 1/4 of 1/4 of Sec.

5. Location "Small site on bank of slough between Vermont Ave. and Main St. and S. of 190th St."

6. On contour elevation

7. Previous designations for site LA-102 (Racer's Site #14)

8. Owner 9. Address

10. Previous owners, dates

11. Present tenant

12. Attitude toward excavation

13. Description of site Shell midden; workshop. Sea Shells. Flint chips. Bank of slough.

14. Area 15. Depth 16. Height

17. Vegetation 18. Nearest water

19. Soil of site 20. Surrounding soil type

21. Previous excavation

22. Cultivation 23. Erosion

24. Buildings, roads, etc.

25. Possibility of destruction

26. House pits

27. Other features

28. Burials

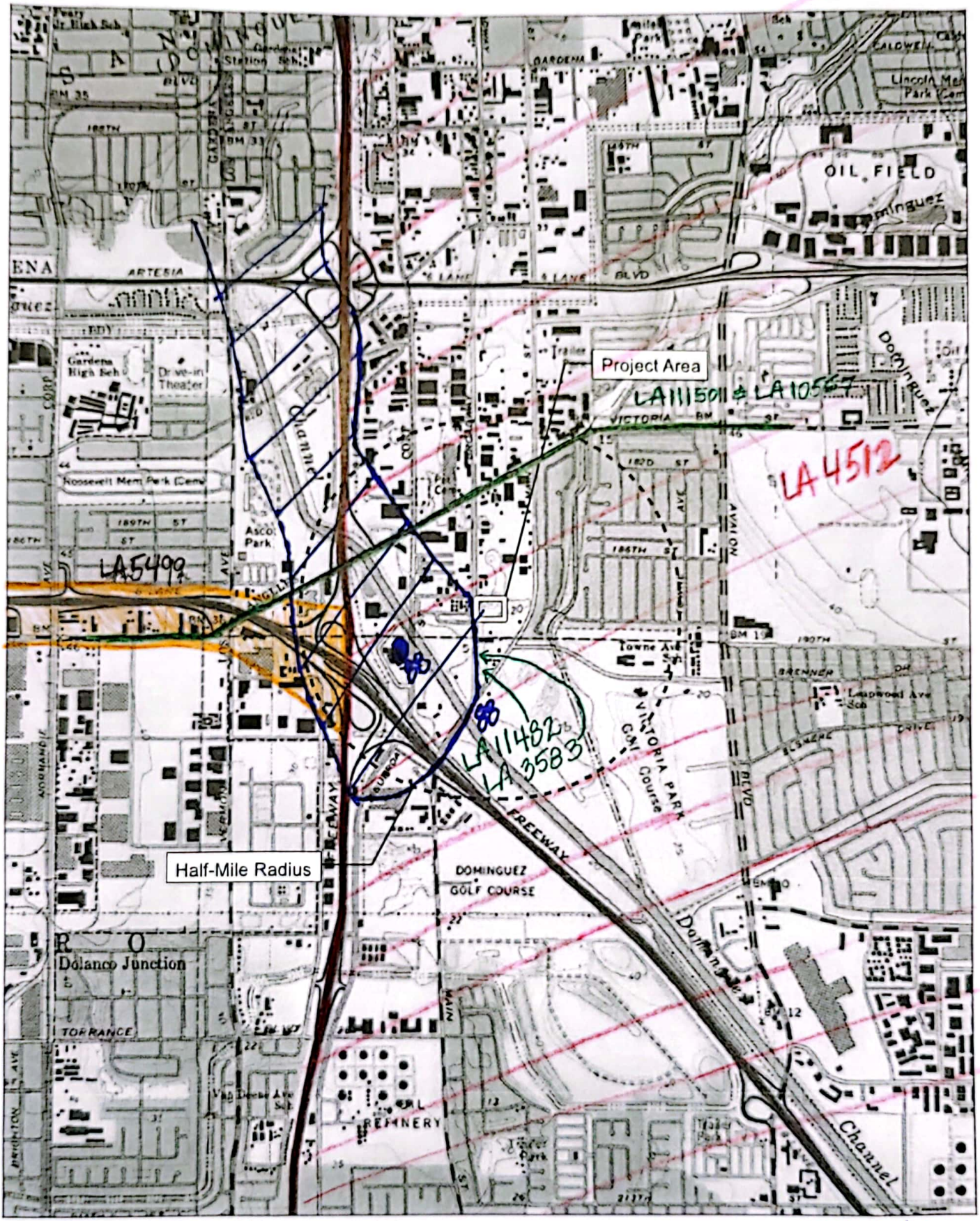
29. Artifacts Broken manos

30. Remarks

31. Published references Racer, F.H. (April, 1939): "Indian Camp Sites in the Harbor District" Lomita, Calif. (Mss)

32. Accession No. 33. Sketch map

34. Date April, 1939 35. Recorded by F.H. Racer 36. Photos



Source: USGS Torrance 7.5' Quadrangle / San Pedro (Dominguez).
Project Site Source: USGS Torrance 7.5' Quadrangle / San Pedro (Dominguez).

map #1

FIRSTCARBON SOLUTIONS™

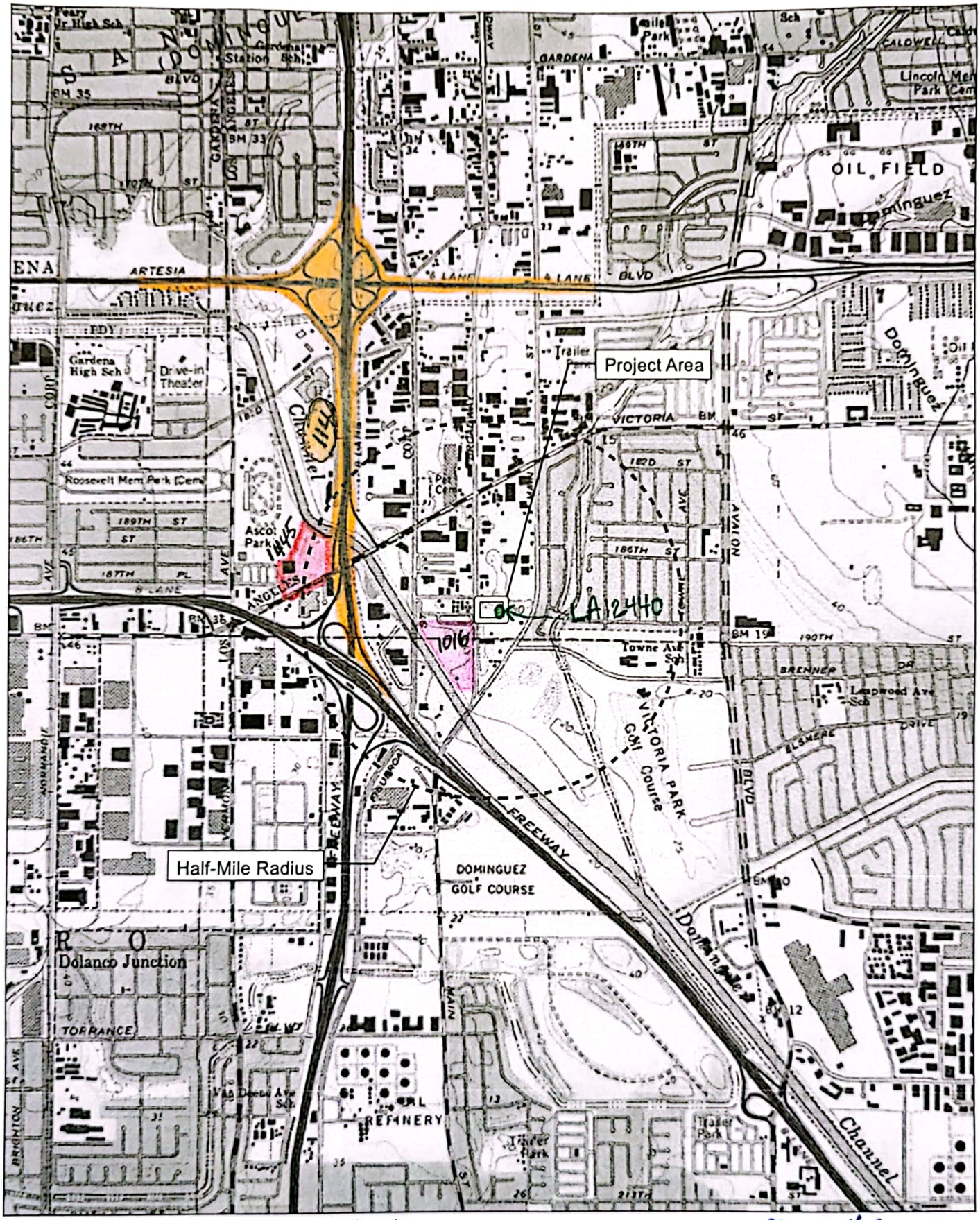
2,000 1,000 0 2,000 Feet

Exhibit A
Record Search Map

11900011 • 09/2023 | 11900011_record_search.mxd

CITY OF CARSON
GRIFFITH ENERGY STORAGE PROJECT
PHASE I CULTURAL RESOURCES ASSESSMENT

CamScanner



Source: USGS Torrance 7.5' Quadrangle / San Pedro (Dominguez).
Project Site Source: USGS Torrance 7.5' Quadrangle / San Pedro (Dominguez).

map #2

FIRSTCARBON SOLUTIONS™

2,000 1,000 0 2,000 Feet

Exhibit A
Record Search Map

11900011 • 09/2023 | 11900011_record_search.mxd

CITY OF CARSON
GRIFFITH ENERGY STORAGE PROJECT
PHASE I CULTURAL RESOURCES ASSESSMENT

CamScanner

Resource Detail: P-19-000088

Identifying information

Primary No.: P-19-000088
Trinomial: CA-LAN-000088
Name: Racer's Misc Sites #1 and Racer's Site #14
Other IDs:

Type	*Name*
Resource Name	Racer's Misc Sites #1 and Racer's Site #14
Other	LA-88 (Racer's Misc Sites #1)
Other	LA-102 (Racer's Site #14)

Cross-refs:

Attributes

Resource type: Site
Age: Prehistoric
Information base: Unknown
Attribute codes: AP01 (Unknown); AP15 (Habitation debris)
Disclosure: Not for publication
Collections: No
Accession no(s):
Facility:

General notes

Site appears to have been incorrectly plotted - it is much smaller than the shape that has been recorded on quad map. Prior recordation appears to follow historical boundaries of the Lagunas de los Domonguez (Nigger Slough).

Recording events

Date	*Recorder(s)*	*Affiliation*	*Notes*
4/1/1939	RACER		

Associated reports

Report No.	*Year*	*Title*	*Affiliation*
LA-00114	1974	Evaluation of the Archaeological Resources and Potential Impact of Proposed New Freeway Construction on the Harbor Freeway (route 11) And	University of California, Los Angeles Archaeological Survey
LA-01964	1974	(Duplicate of LA-114) Evaluation of the Archaeological Resources and Potential Impact of Propsed New Freeway Construction on the Harbor Freeway (route 11) and the Artesia Freeway (route 91)	University of California, Los Angeles Archaeological Survey
LA-03095	1993	A Cultural Resources Assessment of the Hansen Dam Flood Control Basin, City of Los Angeles, California	Archaeological Advisory Group
LA-03583	1974	The Los Angeles Basin and Vicinity: a Gazetteer and Compilation of Archaeological Site Information	Archaeological Research, Inc.
LA-04512	1977	Cultural Resources Inventory of the City of Carson, California	
LA-07826	2001	Cultural Resources Records Search and Constraints Analysis Report: LAX/South (Orange County) High Speed Ground Access Study, Los Angeles and Orange Counties, California	Chambers Group, Inc.
LA-08780	2007	Cultural Resources Study of the Gardena Department Store Project Sprint-nextel Site No. La70xc303g, 1106 W. Gardena Boulevard, Gardena, Los Angeles County, California 90247	Historic Resource Associates
LA-11482	1939	Camp Sites in Harbor District - F.H. Racer	
LA-12440	2013	Cultural Resources Records Search and Site Visit Results for AT&T Mobility, LLC Candidate LA0573 (NOLA Substation) 125 Griffith Street,	EAS

Resource Detail: P-19-000088

			Carson, Los Angeles County, California	
	OR-03267	2001	Cultural Resources Records Search and Constraints Analysis Report: LAX/South (Orange County) High Speed Ground Access Study, Los Angeles and Orange Counties, California	Chambers Group, Inc.

Location information

County: Los Angeles
USGS quad(s): INGLEWOOD, TORRANCE
Address:
PLSS:
UTMs:

Management status

Database record metadata

	Date	*User*	
Entered:	5/1/2008	jay	
Last modified:	9/4/2019	sstjames	
IC actions:	*Date*	*User*	*Action taken*
	5/1/2008	jay	Appended records from Encodent database.

Record status: Verified

Report Detail: LA-00114

Identifiers

Report No.: LA-00114
Other IDs:
Cross-refs:

Citation information

Author(s): Clewlow, William C. Jr.
Year: 1974
Title: Evaluation of the Archaeological Resources and Potential Impact of Proposed New Freeway Construction on the Harbor Freeway (route 11) And
Affliliation: University of California, Los Angeles Archaeological Survey
No. pages: 9
No. maps:
Attributes: Archaeological, Field study
Inventory size: 25 ac
Disclosure: Not for publication
Collections:

General notes

Associated resources

Primary No.	*Trinomial*	*Name*
P-19-000088	CA-LAN-000088	Racer's Misc Sites #1 and Racer
P-19-000100	CA-LAN-000100	RACER'S SITE #12
P-19-000101	CA-LAN-000101	RACER'S SITE #13

No. resources: 3
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): TORRANCE
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	5/5/2008	jay
Last modified:	10/3/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	5/6/2008	jay	Appended records from old Surveys database.

Record status: Verified

Report Detail: LA-01016

Identifiers

Report No.: LA-01016
Other IDs:
Cross-refs:

Citation information

Author(s): Schroth, Adella
Year: 1981
Title: Archaeological Resources Assessment of Replacement Bus Operations and Maintenance Facility for Division 18 in the City of Carson, California
Affliliation: Archaeological Resource Management Corp.
No. pages: 36
No. maps:
Attributes: Archaeological, Field study
Inventory size: 14 ac
Disclosure:
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): TORRANCE
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	5/5/2008	jay
Last modified:	10/3/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	5/6/2008	jay	Appended records from old Surveys database.

Record status: Verified

Report Detail: LA-01445

Identifiers

Report No.: LA-01445
Other IDs:
Cross-refs:

Citation information

Author(s): Dillon, Brian D.
Year: 1984
Title: An Archaeological Survey and Impact Assessment of 9.99 Acre Parcel at 190th Street and the Harbor Freeway, City of Los Angeles, California
Affliliation:
No. pages:
No. maps:
Attributes: Archaeological, Field study
Inventory size: 10 ac
Disclosure:
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): TORRANCE
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	5/5/2008	jay
Last modified:		

IC actions:	*Date*	*User*	*Action taken*
	5/6/2008	jay	Appended records from old Surveys database.

Record status:

Report Detail: LA-03583

Identifiers

Report No.: LA-03583
Other IDs:
Cross-refs:

Citation information

Author(s): Bucknam, Bonnie M.
Year: 1974
Title: The Los Angeles Basin and Vicinity: a Gazetteer and Compilation of Archaeological Site Information
Affliliation: Archaeological Research, Inc.
No. pages: 289
No. maps:
Attributes: Other research
Inventory size: QC
Disclosure: Not for publication
Collections: Yes

General notes

Also OR-4034 and VN-2983 - Mapped as Other Report to quads listed.

Associated resources

Primary No.	*Trinomial*	*Name*
P-19-000001	CA-LAN-000001	Tank Site; LA-36
P-19-000002	CA-LAN-000002	Lower Tank Site, Treganza's Tan
P-19-000003	CA-LAN-000003	Tank Site 3
P-19-000004	CA-LAN-000004	Tank Site 4
P-19-000005	CA-LAN-000005	Tank Site 5
P-19-000007	CA-LAN-000007/H	UNION STATION; LA CHINATO
P-19-000009	CA-LAN-000009	Topanga #9; LA-41
P-19-000010	CA-LAN-000010	Topanga #10; LA-42
P-19-000011	CA-LAN-000011	Topanga #11; LA-43
P-19-000012	CA-LAN-000012	Topanga #12; LA-44
P-19-000013	CA-LAN-000013	Topanga #13; LA-45
P-19-000015	CA-LAN-000015	LA-184; LAN-51
P-19-000016	CA-LAN-000016	LA-47
P-19-000017	CA-LAN-000017	LA-48; TOPANGA #17
P-19-000018	CA-LAN-000018	LA-115
P-19-000019	CA-LAN-000019	Croasdale's Metate Site; LA-108;
P-19-000023	CA-LAN-000023	UPPER CAVE SITE; LA-51; Top
P-19-000024	CA-LAN-000024	LA-52; Topanga #24
P-19-000027	CA-LAN-000027	Topanga #27
P-19-000028	CA-LAN-000028	Lachuza
P-19-000029	CA-LAN-000029	Shell Midden Settlement
P-19-000030	CA-LAN-000030	Winding Way West; Ramirez Sit
P-19-000031	CA-LAN-000031	
P-19-000033	CA-LAN-000033	
P-19-000037	CA-LAN-000037	Iny 111; LA-25 (Triunfo Canyon)
P-19-000038	CA-LAN-000038	Crest Site; LA-126
P-19-000039	CA-LAN-000039	Crags Site; LA-124
P-19-000040	CA-LAN-000040	Zuma Creek "C"; LA-15; Dume P
P-19-000044	CA-LAN-000044/H	
P-19-000045	CA-LAN-000045	
P-19-000046	CA-LAN-000046	
P-19-000047	CA-LAN-000047	Sa' anga
P-19-000048	CA-LAN-000048	Salisbury #1
P-19-000049	CA-LAN-000049	Salisbury #2
P-19-000050	CA-LAN-000050	Smith's 162Pc
P-19-000051	CA-LAN-000051	

P-19-000052	CA-LAN-000052	Arroyo Sequit, Village of Lisiqshi
P-19-000053	CA-LAN-000053	Farragut Drive School Site
P-19-000054	CA-LAN-000054/H	Deane's Broken Mortar Site
P-19-000055	CA-LAN-000055	Shulene #1
P-19-000056	CA-LAN-000056	Rozaire #1
P-19-000057	CA-LAN-000057	Lindberg Park Site
P-19-000058	CA-LAN-000058	Machado Site
P-19-000059	CA-LAN-000059	Malcolm Farmer's Playa del Rey
P-19-000060	CA-LAN-000060	Malcolm Farmer's Playa del Rey
P-19-000061	CA-LAN-000061	Malcolm Farmer's Playa del Rey
P-19-000062	CA-LAN-000062	Malcolm Farmer's Playa del Rey
P-19-000063	CA-LAN-000063	Malcolm Farmer's Playa del Rey
P-19-000064	CA-LAN-000064	Malcolm Farmer's Playa del Rey
P-19-000065	CA-LAN-000065	Malcolm Farmer's Playa del Rey
P-19-000066	CA-LAN-000066	Malcolm Farmer's Playa del Rey
P-19-000067	CA-LAN-000067	Malcolm Farmer's Baldwin Hills s
P-19-000068	CA-LAN-000068	Malcolm Farmer's Baldwin Hills s
P-19-000069	CA-LAN-000069	Malcolm Farmer's Baldwin Hills s
P-19-000070	CA-LAN-000070	Malcolm Farmer's Baldwin Hills s
P-19-000071	CA-LAN-000071	Malcolm Farmer's Baldwin Hills s
P-19-000072	CA-LAN-000072	Malcolm Farmer's Baldwin Hills s
P-19-000073	CA-LAN-000073	Malcolm Farmer's Baldwin Hills s
P-19-000074	CA-LAN-000074	Malcolm Farmer's Baldwin Hills s
P-19-000078	CA-LAN-000078	
P-19-000080	CA-LAN-000080	
P-19-000088	CA-LAN-000088	Racer's Misc Sites #1 and Racer
P-19-000090	CA-LAN-000090	
P-19-000091	CA-LAN-000091	RACER'S SITE #3
P-19-000092	CA-LAN-000092	
P-19-000094	CA-LAN-000094	RACER'S SITE #6A (2 SITES M
P-19-000096	CA-LAN-000096	RACER'S SITE #7
P-19-000097	CA-LAN-000097	RACER'S SITE #8
P-19-000098	CA-LAN-000098	RACER'S SITE #10, Suangna In
P-19-000099	CA-LAN-000099	RACER'S SITE #11
P-19-000100	CA-LAN-000100	RACER'S SITE #12
P-19-000101	CA-LAN-000101	RACER'S SITE #13
P-19-000102	CA-LAN-000102	
P-19-000103	CA-LAN-000103	RACER'S SITE #17
P-19-000104	CA-LAN-000104	RACER'S SITE #18; 18A, 18B (
P-19-000105	CA-LAN-000105	RACER'S SITE #19
P-19-000106	CA-LAN-000106	Racer's Site #21
P-19-000107	CA-LAN-000107	RACER'S SITE #20
P-19-000108	CA-LAN-000108/H	Indian Hill
P-19-000109	CA-LAN-000109	Eberhart #14
P-19-000110	CA-LAN-000110	Eberhart #13
P-19-000112	CA-LAN-000112	
P-19-000113	CA-LAN-000113	Eberhart #10
P-19-000114	CA-LAN-000114	Cottontail Lane Site; Broad Beac
P-19-000115	CA-LAN-000115	Eberhart #8
P-19-000116	CA-LAN-000116	Eberhart #7
P-19-000117	CA-LAN-000117	Eberhart #6
P-19-000118	CA-LAN-000118	Eberhart #5
P-19-000119	CA-LAN-000119	Eberhart #4
P-19-000120	CA-LAN-000120	Eberhart #3
P-19-000121	CA-LAN-000121	Eberhart #2
P-19-000122	CA-LAN-000122	Eberhart #1
P-19-000123	CA-LAN-000123	Anaheim Street Site #1
P-19-000124	CA-LAN-000124	
P-19-000125	CA-LAN-000125	

P-19-000126	CA-LAN-000126	
P-19-000127	CA-LAN-000127	Palmer-Redondo
P-19-000131	CA-LAN-000131	
P-19-000133	CA-LAN-000133	SBMNH-127; Topanga Canyon s
P-19-000134	CA-LAN-000134	Nelson #2
P-19-000135	CA-LAN-000135	Nelson's #3
P-19-000136	CA-LAN-000136	
P-19-000137	CA-LAN-000137	Nelson #5 Refuse Heap
P-19-000138	CA-LAN-000138	MALAGA COVE
P-19-000139	CA-LAN-000139	Nelson #7
P-19-000140	CA-LAN-000140	Nelson #8 Camp Site
P-19-000141	CA-LAN-000141	Nelson #9 Refuse Heap
P-19-000142	CA-LAN-000142	Nelson #10 Refuse Heaps
P-19-000143	CA-LAN-000143/H	Nelson's #11 Camp Site
P-19-000144	CA-LAN-000144/H	Nelson's #12 Camp Site
P-19-000145	CA-LAN-000145/H	Nelson #13 Traces of Camp Site
P-19-000146	CA-LAN-000146	Nelson's #14 Refuse Heap
P-19-000147	CA-LAN-000147	Nelson #15 Refuse Heap
P-19-000148	CA-LAN-000148	Nelson #16 Refuse Heap
P-19-000149	CA-LAN-000149	Nelson #17 Refuse Heap
P-19-000150	CA-LAN-000150	Nelson #18 Refuse Heap
P-19-000151	CA-LAN-000151	Nelson #19 Traces of Camp Site
P-19-000152	CA-LAN-000152/H	Nelson #10 Refuse Heaps
P-19-000153	CA-LAN-000153	
P-19-000154	CA-LAN-000154	
P-19-000155	CA-LAN-000155/H	Stunt Ranch
P-19-000156	CA-LAN-000156	Stunt [5
P-19-000159	CA-LAN-000159/H	La Brea Tar Pits
P-19-000161	CA-LAN-000161	
P-19-000162	CA-LAN-000162	Biencourt
P-19-000170	CA-LAN-000170	
P-19-000171	CA-LAN-000171	Angeles Mesa Find
P-19-000172	CA-LAN-000172	LOS ANGELES MAN
P-19-000174	CA-LAN-000174	Zuma Creek "A"
P-19-000175	CA-LAN-000175	Voided
P-19-000178	CA-LAN-000178	
P-19-000179	CA-LAN-000179	
P-19-000180	CA-LAN-000180	
P-19-000181	CA-LAN-000181	Campsite
P-19-000182	CA-LAN-000182	Village of Sejat (multiple possibl
P-19-000183	CA-LAN-000183	El Nido Site
P-19-000184	CA-LAN-000184H	San Gabriel Mission Archaeologi
P-19-000185	CA-LAN-000185H	VOIDED
P-19-000187	CA-LAN-000187	Small Gathering Camp
P-19-000189	CA-LAN-000189	Escondido Canyon; Perro Feroz
P-19-000190	CA-LAN-000190	
P-19-000191	CA-LAN-000191/H	Cypress Street Water Reservoir,
P-19-000193	CA-LAN-000193/H	Nelson #4 Refuse Heap
P-19-000194	CA-LAN-000194	Hammack St Site
P-19-000195	CA-LAN-000195	Burial; Calavera Site
P-19-000196	CA-LAN-000196	Zuma Creek "B"
P-19-000197	CA-LAN-000197	Trancas Cemetery; Trancas Can
P-19-000198	CA-LAN-000198	Zuma Creek "D"
P-19-000199	CA-LAN-000199	Zuma Creek "E"
P-19-000200	CA-LAN-000200	Zuma Creek "F"
P-19-000201	CA-LAN-000201	Zuma Creek Site "G"
P-19-000202	CA-LAN-000202	
P-19-000203	CA-LAN-000203	Metates
P-19-000204	CA-LAN-000204	

P-19-000205	CA-LAN-000205	Dume Point
P-19-000206	CA-LAN-000206	William Deane's site #6
P-19-000207	CA-LAN-000207	
P-19-000210	CA-LAN-000210	Solstice Canyon Site; Sapo Ron
P-19-000211	CA-LAN-000211	William Deane's Site #l
P-19-000212	CA-LAN-000212	
P-19-000213	CA-LAN-000213	LA-31
P-19-000214	CA-LAN-000214	
P-19-000215	CA-LAN-000215	
P-19-000216	CA-LAN-000216	
P-19-000217	CA-LAN-000217	City of Malibu Planning
P-19-000219	CA-LAN-000219	
P-19-000220	CA-LAN-000220	Ridge Mandeville
P-19-000222	CA-LAN-000222	
P-19-000224	CA-LAN-000224	Temescal Canyon
P-19-000225	CA-LAN-000225	Century Ranch
P-19-000226	CA-LAN-000226	Mariscos Site
P-19-000227	CA-LAN-000227	
P-19-000229	CA-LAN-000229	Restaurant Site
P-19-000231	CA-LAN-000231	
P-19-000232	CA-LAN-000232	
P-19-000233	CA-LAN-000233	
P-19-000234	CA-LAN-000234	Puvunga Indian Village Site
P-19-000235	CA-LAN-000235	Puvunga Indian Village Site
P-19-000236	CA-LAN-000236	
P-19-000245	CA-LAN-000245	
P-19-000255	CA-LAN-000255	
P-19-000263	CA-LAN-000263	DUPLICATE OF LAN-19
P-19-000264	CA-LAN-000264/H	MALIBU SITE, HUMALIWO (CH
P-19-000265	CA-LAN-000265	
P-19-000266	CA-LAN-000266	
P-19-000267	CA-LAN-000267	Sweetwater Mesa site, Winnikoff
P-19-000268	CA-LAN-000268	
P-19-000269	CA-LAN-000269	
P-19-000270	CA-LAN-000270	Los Altos
P-19-000271	CA-LAN-000271	
P-19-000272	CA-LAN-000272	
P-19-000273	CA-LAN-000273	Margo Street Site
P-19-000274	CA-LAN-000274	
P-19-000275	CA-LAN-000275	
P-19-000276	CA-LAN-000276	Racer's Site #5
P-19-000277	CA-LAN-000277	Tor. 2
P-19-000278	CA-LAN-000278	Tor. 3
P-19-000279	CA-LAN-000279	Racer's Site #4
P-19-000280	CA-LAN-000280	Eberhart #11
P-19-000281	CA-LAN-000281	Tor. 6
P-19-000282	CA-LAN-000282	Duplicate of LAN-94
P-19-000283	CA-LAN-000283	Barton Hill and Knoll Hill Extensi
P-19-000284	CA-LAN-000284	Tor. 9
P-19-000285	CA-LAN-000285	Racer's Site #1
P-19-000286	CA-LAN-000286	Tor.11
P-19-000287	CA-LAN-000287	Eberhart #9
P-19-000288	CA-LAN-000288	Racer's Site #2
P-19-000289	CA-LAN-000289	Tor. 14
P-19-000291	CA-LAN-000291	San Pedro 1
P-19-000292	CA-LAN-000292	
P-19-000303	CA-LAN-000303	The Little Big Horn Indian Camp
P-19-000306	CA-LAN-000306	Puvunga Indian Village Site / Lo
P-19-000307	CA-LAN-000307	

P-19-000308	CA-LAN-000308	Cheese Rock
P-19-000309	CA-LAN-000309	
P-19-000310	CA-LAN-000310	Cima Site
P-19-000311	CA-LAN-000311	Barbacoa Site
P-19-000316	CA-LAN-000316	
P-19-000317	CA-LAN-000317	
P-19-000319	CA-LAN-000319	
P-19-000322	CA-LAN-000322	
P-19-000330	CA-LAN-000330	Shelter Complex 2, Topanga Sur
P-19-000331	CA-LAN-000331	Topanga #31
P-19-000332	CA-LAN-000332	Topanga #32
P-19-000333	CA-LAN-000333	Complex II
P-19-000335	CA-LAN-000335	Morning View Site
P-19-000340	CA-LAN-000340	Santa Maria Creek
P-19-000341	CA-LAN-000341	Topanga #28
P-19-000344	CA-LAN-000344	Hollywood Riviera Site
P-19-000350	CA-LAN-000350	
P-19-000352	CA-LAN-000352	San Nicholas Canyon Site
P-19-000353	CA-LAN-000353	
P-19-000354	CA-LAN-000354	
P-19-000356	CA-LAN-000356	
P-19-000382	CA-LAN-000382/H	Serra Springs, Unihi Site
P-19-000383	CA-LAN-000383	
P-19-000385	CA-LAN-000385	
P-19-000386	CA-LAN-000386	
P-19-000387	CA-LAN-000387H	TADIA RANCH
P-19-000388	CA-LAN-000388	Highland Cave, Five Shelters
P-19-000389	CA-LAN-000389	DOMINGNEZ HILLS #2
P-19-000390	CA-LAN-000390	DOMINGNEZ HILLS #1
P-19-000398	CA-LAN-000398	
P-19-000400	CA-LAN-000400	
P-19-000401	CA-LAN-000401	
P-19-000403	CA-LAN-000403	
P-19-000404	CA-LAN-000404	
P-19-000406	CA-LAN-000406	
P-19-000415	CA-LAN-000415	Ramirez Canyon #1
P-19-000423	CA-LAN-000423	VOID
P-19-000424	CA-LAN-000424	
P-19-000425	CA-LAN-000425	
P-19-000448	CA-LAN-000448	Old Santa Susana Stage Road /
P-19-000454	CA-LAN-000454	Point Dume Site
P-19-000468	CA-LAN-000468	The Guess Who, Not Bernie Neu
P-19-000469	CA-LAN-000469	The Garden Site
P-19-000470	CA-LAN-000470	
P-19-000472	CA-LAN-000472	JOHN'S ROCKSHELTER
P-19-000478	CA-LAN-000478	
P-19-000483	CA-LAN-000483	AVC-1
P-19-000484	CA-LAN-000484	AVC-2
P-19-000494	CA-LAN-000494	JZ-1
P-19-000495	CA-LAN-000495	EC-2
P-19-000496	CA-LAN-000496	EC-3
P-19-000497	CA-LAN-000497	EC-4
P-19-000499	CA-LAN-000499	T-1
P-19-000500	CA-LAN-000500	T-2
P-19-000501	CA-LAN-000501	Kybo
P-19-000505	CA-LAN-000505	Monte Nido #1
P-19-000506	CA-LAN-000506	Monte Nido #2
P-19-000512	CA-LAN-000512	
P-19-000513	CA-LAN-000513	

Report Detail: LA-03583

P-19-000514	CA-LAN-000514	
P-19-000515	CA-LAN-000515	
P-19-000516	CA-LAN-000516/H	Lake Vineyard Ranch Site
P-19-000517	CA-LAN-000517	
P-19-000519	CA-LAN-000519	
P-19-000520	CA-LAN-000520	
P-19-000523	CA-LAN-000523	
P-19-000525	CA-LAN-000525	
P-19-000526	CA-LAN-000526	DUPLICATE OF LAN-477
P-19-000527	CA-LAN-000527	T-1 or T-2
P-19-000528	CA-LAN-000528	Montgomery/Brookins House
P-19-167019		Avila Adobe
P-19-179270		Rancho Los Cerritos

No. resources: 285

Has informals:

Location information

County(ies): Los Angeles

USGS quad(s): ANAHEIM, BALDWIN PARK, BEVERLY HILLS, EL MONTE, HOLLYWOOD, INGLEWOOD, LA HABRA, LONG BEACH, LOS ALAMITOS, LOS ANGELES, MALIBU BEACH, NEWPORT BEACH, POINT DUME, REDONDO BEACH, SAN PEDRO, SEAL BEACH, SOUTH GATE, TOPANGA, TORRANCE, TRIUNFO PASS, VENICE, WHITTIER

Address:

PLSS:

Database record metadata

	Date	*User*
Entered:	5/5/2008	jay
Last modified:	12/4/2014	agarcia

IC actions:	*Date*	*User*	*Action taken*
	5/6/2008	jay	Appended records from old Surveys database.
	12/4/2014	agarcia	GIS QC

Record status:

Report Detail: LA-05499

Identifiers

Report No.: LA-05499

Other IDs:	*Type*	*Name*
	Caltrans	

Cross-refs:

Citation information

Author(s): Smith, Philomene C.
Year: 2000
Title: Negative Archaeological Survey Report: to Cold Plane the Existing Pavement on Route 405 and Overlay With 30mm of Rubberized Asphalt Concrete at Selected On/off-ramps From Vermont Ave. to Manchester Blvd.
Affliliation: Caltrans District 7
No. pages: 5
No. maps:
Attributes: Literature search
Inventory size: 4 li mi
Disclosure:
Collections:

General notes

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): INGLEWOOD, TORRANCE
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	5/5/2008	jay
Last modified:	10/3/2016	rmoritz

IC actions:	*Date*	*User*	*Action taken*
	5/6/2008	jay	Appended records from old Surveys database.

Record status: Verified

Report Detail: LA-10567

Identifiers

Report No.: LA-10567
Other IDs:
Cross-refs:

Citation information

Author(s): Hogan, Michael, Bai "Tom" Tang, Josh Smallwood, Laura Hensley Shaker, and Casey Tibbitt
Year: 2005
Title: Identification and Evaluation of Historic Properties - West Basin Municipal Water District Harbor- South Bay Water Recycling Project Proposed Project Laterals
Affliliation: CRM Tech
No. pages: 43
No. maps:
Attributes: Archaeological, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

Map of Project incomplete

Associated resources

No. resources: 0
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): INGLEWOOD, LONG BEACH, REDONDO BEACH, TORRANCE
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	8/17/2010	agarcia
Last modified:	8/7/2014	agarcia

IC actions:
Record status:

Report Detail: LA-11150

Identifiers

Report No.: LA-11150
Other IDs:
Cross-refs:

Citation information

Author(s): Maxwell, Pamela
Year: 2003
Title: West Basin Municipal Water District Harbor/ South Bay Water Recycling Project
Affliliation: U.S. Army Corps of Engineers
No. pages: 27
No. maps:
Attributes: Archaeological, Field study
Inventory size:
Disclosure: Not for publication
Collections: No

General notes

Associated resources

Primary No.	*Trinomial*	*Name*
P-19-000094	CA-LAN-000094	RACER'S SITE #6A (2 SITES M
P-19-000098	CA-LAN-000098	RACER'S SITE #10, Suangna In
P-19-000103	CA-LAN-000103	RACER'S SITE #17
P-19-000140	CA-LAN-000140	Nelson #8 Camp Site
P-19-000276	CA-LAN-000276	Racer's Site #5
P-19-000277	CA-LAN-000277	Tor. 2
P-19-000278	CA-LAN-000278	Tor. 3
P-19-000279	CA-LAN-000279	Racer's Site #4
P-19-000280	CA-LAN-000280	Eberhart #11
P-19-000281	CA-LAN-000281	Tor. 6
P-19-000282	CA-LAN-000282	Duplicate of LAN-94
P-19-000389	CA-LAN-000389	DOMINGNEZ HILLS #2
P-19-000390	CA-LAN-000390	DOMINGNEZ HILLS #1
P-19-000709	CA-LAN-000709	
P-19-000794	CA-LAN-000794	Carson l
P-19-000822	CA-LAN-000822	
P-19-000844	CA-LAN-000844	
P-19-000845	CA-LAN-000845	
P-19-000847	CA-LAN-000847	
P-19-000848	CA-LAN-000848	
P-19-000999	CA-LAN-000999/H	Eggers' Areas A, B, and C
P-19-001735	CA-LAN-001735	PTV-1

No. resources: 22
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): INGLEWOOD, LONG BEACH, REDONDO BEACH, SOUTH GATE, TORRANCE
Address:
PLSS:

Database record metadata

	Date	*User*
Entered:	10/24/2011	agarcia
Last modified:	8/7/2014	agarcia

IC actions:

Record status:

Report Detail: LA-11482

Identifiers

Report No.: LA-11482

Other IDs:

Type	*Name*
Other	Racer's sites

Cross-refs:

Citation information

Author(s): Racer, F.H.
Year: 1939
Title: Camp Sites in Harbor District - F.H. Racer
Affliliation:
No. pages: 8
No. maps: 0
Attributes: Other research
Inventory size:
Disclosure: Not for publication
Collections:

General notes

Mapped on SCCIC basemaps, but no maps included with records or reports. Map locations may not be exact and may be estimates based on other source material.

Associated resources

Primary No.	*Trinomial*	*Name*
P-19-000057	CA-LAN-000057	Lindberg Park Site
P-19-000060	CA-LAN-000060	Malcolm Farmer's Playa del Rey
P-19-000088	CA-LAN-000088	Racer's Misc Sites #1 and Racer
P-19-000091	CA-LAN-000091	RACER'S SITE #3
P-19-000094	CA-LAN-000094	RACER'S SITE #6A (2 SITES M
P-19-000096	CA-LAN-000096	RACER'S SITE #7
P-19-000097	CA-LAN-000097	RACER'S SITE #8
P-19-000098	CA-LAN-000098	RACER'S SITE #10, Suangna In
P-19-000099	CA-LAN-000099	RACER'S SITE #11
P-19-000100	CA-LAN-000100	RACER'S SITE #12
P-19-000101	CA-LAN-000101	RACER'S SITE #13
P-19-000103	CA-LAN-000103	RACER'S SITE #17
P-19-000104	CA-LAN-000104	RACER'S SITE #18; 18A, 18B (
P-19-000105	CA-LAN-000105	RACER'S SITE #19
P-19-000106	CA-LAN-000106	Racer's Site #21
P-19-000107	CA-LAN-000107	RACER'S SITE #20
P-19-000138	CA-LAN-000138	MALAGA COVE
P-19-000276	CA-LAN-000276	Racer's Site #5
P-19-000279	CA-LAN-000279	Racer's Site #4
P-19-000285	CA-LAN-000285	Racer's Site #1
P-19-000288	CA-LAN-000288	Racer's Site #2

No. resources: 21
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): BEVERLY HILLS, INGLEWOOD, REDONDO BEACH, SAN PEDRO, TORRANCE, VENICE
Address:
PLSS:

Report Detail: LA-11482

Database record metadata

	Date	*User*
Entered:	2/7/2012	lnoyes
Last modified:	6/6/2018	sstjames
IC actions:		
Record status:		

Report Detail: LA-12440

Identifiers

Report No.: LA-12440
Other IDs:
Cross-refs:

Citation information

Author(s): Bonner, Wayne
Year: 2013
Title: Cultural Resources Records Search and Site Visit Results for AT&T Mobility, LLC Candidate LA0573 (NOLA Substation) 125 Griffith Street, Carson, Los Angeles County, California
Affliliation: EAS
No. pages: 12
No. maps:
Attributes: Archaeological, Field study
Inventory size:
Disclosure: Not for publication
Collections:

General notes

Associated resources

Primary No.	*Trinomial*	*Name*
P-19-000088	CA-LAN-000088	Racer's Misc Sites #1 and Racer

No. resources: 1
Has informals:

Location information

County(ies): Los Angeles
USGS quad(s): TORRANCE

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NOT FOR PUBLIC DISTRIBUTION

Suangsna Villas-C
LAn 88
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LAn 106
Carson 1 - LAn 794
Carson 2 - LAn 795
Carson 3 - LAn-98

22) General/ specific Plan

CULTURAL RESOURCES INVENTORY OF THE CITY OF CARSON, CALIFORNIA

torrance (904)
LONG BEACH (893)

PREPARED FOR THE COMMUNITY PLANNING DEPARTMENT
CITY OF CARSON, CALIFORNIA

SOUTHGATE (892)
INGLEWOOD (901)

LOS ANGELES Co.

By A. V. Eggers
Consulting Archaeologist

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292 pages

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PREFACE

This report contains data on existing and pre-existing cultural heritage resources of local, statewide and national significance located within the City of Carson. Because of the information included on the location of Native American sites and the possibility of disturbance to these resources from vandalism and unsystematic collecting, this report and the maps and other materials accompanying it, should not be made available to the general public or published in its present form. The historical information and precise locational data for the sites should be provided to persons demonstrating a justifiable need for or right to the material as described in the last section of the text.

I. INTRODUCTION

Scope & Purpose of the Study

The present study consists of an inventory and evaluation of the Cultural Heritage (ie., Prehistoric and Historic) resources located within the boundaries of the City of Carson. The study has been conducted in three parts, some of which were carried out concurrently. First, the history of human settlement on the Carson area was researched from documentary sources and informed persons. An attempt was also made to investigate the geologic and climatic environment of the area.

Second, a walkover survey of the undeveloped portions of the City was conducted by the Consultant and a trained crew. Archaeological and historical sites or structures were identified and mapped and, in one instance, systematic field tests were carried out as well. In the course of the walkover, attempts were also made to locate and assess resources identified from the background data. The methods employed are described in the following section and were designed to permit a more accurate and complete evaluation of the resources discovered. However, as will be seen, field tests and evaluations could not be made in all cases.

Thirdly, a set of policies and protective measures has been provided to the City for the conservation of its cultural heritage resources. These measures and policies are intended as guidelines for assessing and conserving such resources and for the preparation of environmental documents and grant applications. Procedures are also presented for the investigation of 'sensitive' areas (i.e., those adjacent to or containing, or known to have contained cultural heritage resources) prior to and/or during the introduction of changes in existing features or terrain so as to produce an adverse effect upon historical remains.

At the time that the survey was contracted and carriedout, the methodology, format and content of such inventories had only recently been conceived and the ultimate uses to which such data could be put were not clearly established. However, within the last few months, the State Coastal Zone Plan has been formally adopted by the Legislature, CEQA (California Environmental Quality Act) has been amended, the State Governmental Code (Section 65303) has been revised

to provide for the preparation of a special historical preservation element for general plans and the Office of Planning & Research (OPR) has issued guidelines to aid in preparing this element. Numerous Federal and State Grant-in-Aid Programs for cultural heritage resource protection and conservation have been instituted recently to facilitate the implementation of such elements as well as local ordinances and preservation programs.

Many federal assistance programs which involve the redevelopment of urban areas, the construction of housing or other programs (airports, highways, community land and water conservation assistance, water treatment, etc.) presently require archaeological/historical surveys or inventories to be conducted in the affected areas prior to the filing of applications. Plans for the adequate utilization of adverse impacts to entities of historical value must be presented to the granting or responsible agencies (in most cases) before such applications can be considered favorably. As a further aid to historical preservation, programs involving federal agencies can utilize a percentage of construction money, to survey affected areas and carry out effective investigation measures (P.L. 93-291)

Although many of these policies and laws were not in effect or formally established when the present inventory was begun, it was anticipated that governmental agencies were moving rapidly in these directions and the inventory was carried out with the aim of satisfying such requirements when formally approved. The third (final) section of the report deals with these subjects in greater detail.

In preparing this report, it has been necessary to utilize phrases and terminologies which are technical in nature or which have restricted definitions. Although a complete list of definitions is not possible given the nature of this report, a brief glossary of important terms which have been used repeatedly in text is presented in the Appendices. A brief table depicting major periods of history dating from the earliest known human occupation in recent times is also presented along with a general overview of major historic events which have affected the South Bay region.

Before proceeding to the body of the report, it should be noted in particular that the Consultant has tried to the extent possible to assess the current status of existing cultural heritage resources. The report to be

presented is evaluative in nature and is not intended to be a comprehensive history of the City of Carson or the adjacent area. Historical data is included only to the degree necessary to assess the scientific and commemorative value of cultural resources located within the city boundaries and to place them in general perspective. For more complete discussions of the history of the area, the reader is directed to the list of sources consulted which follows the text.

It should also be observed that the term 'cultural heritage resources' (or 'cultural resources') is gaining currently in environmental documents and scientific circles and reflects a change in the way in which archaeologists have come to view their data. Cultural Heritage Resources (referred to as 'CHR' in the text) include all sites, features, inscriptions, objects or remains which commmemorate, represent or relate to the activities of human beings previously occupying or utilizing a specific area. This term is preferable in many instances to previously current terms such as 'archaeological sites' or historical since it is more comprehensive and avoids the distinction between 'historic' and 'prehistoric' events.

The terms 'historic' and 'prehistoric/archeological', make an artificial distinction between peoples and events of the past based on the presence or absence of literacy and written documentation and also overstress differences in investigative techniques used by 'historians' (i.e, the students of written history) and 'prehistorians (i.e., 'archaeologists' who depend largesly on non-documentary data and excavation techniques to study man's past). Today's researchers are combining both techniques of study to investigate human history by means of reconstructing the cultural pattern(s) existing at a particular time. The term 'history', therefore, will refer to developmental changes in the cultural patterns occurring in an area from the earliest known time of occupation up to the present generation of inhabitants. Specific periods or patterns will be referred to in cultural terms (e.g., the Canalino Period, The Mission Period, the American Period) and the term 'prehistoric' will be avoided in the text of the report.

Methods Used To Inventory Cultural Heritage Resources

As stated above, the inventory of CHRs for the City of Carson was carried out in three stages each employing different data sources and investigative

techniques. A complete list of all sources consulted will be found following the text of this report.

a. Record Search

The initial stage of the inventory involved an investigation of existing data relating to CHRs within or near the City limits. Books, documents and records containing historical data on the South Bay Region were consulted and archival materials were located. Chief among these were the archives maintained by the Dominguez Water Company and presently housed in the Special Collections Room of the California State College, Dominguez Hills (CSCDH) Library, maps and papers in the Huntington Library, Southwest Museum, Title Insurance Company, and the Research Library and Archeological Survey at UCLA. Contacts were also established with the Los Angeles County Historical Commission, The Historical Society of Southern California, The California Historical Landmarks Commission and the History and Anthropology Departments of Regional Universities and Colleges. Archival materials housed at local museums and historical buildings, including the Dominguez Memorial Seminary, the Rancho Los Cerritos Adobe, the Los Angeles County Museum, the Los Angeles City Library, the Federal Records Center (Laguna Niguel) and the Bancroft Library, University of California, Berkeley.

In addition to consulting documentary sources, attempts were made to contact persons and organizations knowledgeable about the history and development of the South Bay Region. This was deemed to be of special importance to the record search because of the lack of written data available for the area and the need for specific information on recent history. Especially helpful in this regard were Mr. Arthur Reeves, Vice President of the Dominguez Water Company, Ms. Thelma Strelitz, Mr. William Snuddow, Mr. Richard Albertoni, Mr. Manuel Gonzalez, Mr. Cy Andrews, Mr. Randolph Carr, former attorney for the Southern Pacific Transportation Company, and his mother, Mrs. Franklin Carr, all of whom either gave freely of their knowledge or directed the Consultant to various data sources. Dr. R. C. Gillingham, author of the authoritative book The Rancho San Pedro, also generously gave of his time and provided valuable maps and photographs.

It is extremely unfortunate that one source, whose help would have been invaluable, was not available to the project. Mr. Victor Carson, grandson of

George Henry Carson and a relative of the Dominguez family who had lived in the Carson area since 1893 was terminally ill with cancer and could not be interviewed. A vigorous man who had a vivid and detailed knowledge of local history, Mr. Carson's recollections would have been of considerable aid in reconstructing the settlement patterns and environment of the region. It is fortunate that a portion of his recollections were obtained and recorded by Dr. Judd Grenier (Grenier, 1971).

As the study progressed, it became necessary to accumulate data on the extent of environmental change that had occurred in the Carson area as a preliminary step to the field survey. Grading and landfill permits and reports housed at Carson City Hall, the Los Angeles County Sanitation Department and the Los Angeles County Department of Regional Planning were examined and the data were plotted on large scale maps. Aerial photographs of the area dating to the 1920's (Spence-Fairchilde Collection) were examined and compared and surveyors, topography, land use and soil maps dating to 1896 were obtained or copies from the Los Angeles County Department of Regional Planning, the Los Angeles County Recorder's Office, the Huntington Library, UCLA Map Library and CSCDH Geography Department. Again Dr. R. C. Gillingham made available for the project his personal set of aerial photos of the Carson-Compton area taken in 1941. A very useful copy of the 1916 Soil Survey Map was obtained from the U.S. Soil Conservation Service office in Lancaster, California.

Extensive information concerning climate, terrain, vegetation and settlement patterns in the North Carson area was accumulated from flood records and well logs. The Los Angeles County Flood Control District, U.S. Army Corps of Engineers and especially the UCLA Water Resources Library, and the Dominguez Water Company were extremely cooperative in providing records and locating reports.

Similar cooperation was obtained from the Shell Oil Company and Atlantic Richfield (ARCO) Refining Company in providing locational maps and information regarding the placement of pipelines outside of street rights-of-way and in searching for historical data.

Following the collection of data and prior to the beginning of fieldwork, base maps were prepared for the Carson area showing the location and dimensions

of graded and filled areas, cultural heritage sites and undeveloped, unaltered property. Areas with extensive grading and which contained no known CHRs were to be avoided in the field survey phase of the project and inspections and walkovers were to be confined to the relatively undeveloped and unaltered portions of the City.

b. Field Survey

Following the accumulation of a sufficient amount of data and the preparation of the base maps, a systematic walkover survey of potential and known sensitive areas of the City was begun. Since the area north of the San Diego Freeway and surrounding Dominguez Hill was the least developed, the initial surveys were conducted here and then extended south and west as far as the city limits.

All surveys were conducted in the same manner. The Consultant and a crew of trained assistants (mostly students from CSCDH and Long Beach State University) obtained written or verbal permission to investigate a particular parcel from the owner, leaseholder or other responsible agent. When the owner or responsible agent could not be located or contacted, surveys were carried out only on portions of the property which could be observed from public access areas, rights of way or easements or adjoining private property for which permission could be obtained.

Once access to a property was obtained, the soil surface of the parcel or lot was examined on foot by the Consultant and field crew in a systematic and thorough fashion. The subject property was apportioned into areas which were then walked over in a series of roughly parallel transects by 2-3 crew persons. The transects varied slightly according to the requirements of terrain and existing structures but were usually spaced 10 meters apart. Each crewperson followed the line of a particular transect in a zig-zag fashion in order to insure a visual inspection of at least 50-70% of the ground.

Prior to surveying large tracts, sketch maps were prepared locating all boundaries, structures and major features of the terrain. These maps were used to record features observed during walk-overs and were incorporated into the field notes. Smaller properties or individual lots did not require the prior preparation of maps but such were drawn in the field and included in the records as circumstances dictated. In some cases, especially those in which significant remains had been identified, a Transit, Brunton Compass and Stadia Rod were

employed in order to obtain exact dimensions and locations of features or collected objects.

Extensive field notes were kept for each property surveyed and special attention was paid to describing structures of potential historical value (e.g., Keystone Baptist Church, etc.). Residents or lessors on or adjacent to a subject property also were contacted in such instances in order to acquire additional background data where available. Observations on the appearance of the soil, vegetation patterns and extent of cover, climate and degree of disturbance of the terrain were also recorded. Parcels were also examined for streambeds, roadcuts or erosion features which would provide clues as to buried features and subsurface soils not otherwise detectable from the surface alone.

Attention was focused primarily on the location, distribution, associations and context of shellfish, faunal and aboriginal (pre-European) cultural remains. Whenever such items were encountered along a transect, the remains were plotted and tentatively identified. In certain instances, as described in the text below and in the appended test excavation report, it was necessary to remove items of particular scientific interest from the surface for further study and such items were mapped in place and described in the field notes prior to collection.

Because of the need for close, detailed and accurate visual observation, the field survey phase was carried out during winter daylight hours (8-4 A.M.) on days when ground fog and rainfall were not an obstructing factor. In some instances, dense vegetation or man made structures prevented observation of the native soil surface and special procedures were required. In areas of thick grass or dense shrubbery, the distances between the transects were proportionately reduced and the area was covered more intensively. Greater attention was paid to natural and man-caused features which partially exposed the soil surface (e.g., rodent burrows, footpaths and trans, plowed or disked areas, etc.) as indicators of the presence of remains.

c. Data Evaluation and Report Preparation

Following the completion of the data collection and field survey phases, the material recovered was analyzed and evaluated for the area as a whole. In some cases, the data obtained was incomplete and further research was necessary

before a conclusion could be reached or the subject matter could be incorporated. This was especially true for the historical data for the Americanization period for the Carson area.

The complete data was then assessed in light of emerging and existing legislation and the General Plan in order to designate immediate and long range policies and goals for the City. Existing and proposed ordinances and policies for other communities and governmental entities also were reviewed and examples were selected for inclusion in the report as models. A series of recommendations were generated which would enable the City to meet its present and future obligations for CHR identification and conservation.

Maps and figures prepared prior to the beginning of the field phase were updated and redrawn for inclusion in the final report. Also included as an Appendix is a report on test excavations conducted at one aboriginal site (Carson 1) which was identified during the survey.

It should be noted that the text of the report on the results of the record search and survey focuses on data which either extend existing knowledge or else add new information not otherwise available. Material which is already well known or easily obtainable from existing sources is not treated in detail but may be summarized or referenced in the text or included as an Appendix. It is hoped that the deletion or abridgment of such data will reduce the bulk of the report, make it more readable and spotlight the conclusions and recommendations presented. In this way, the report will serve as a source document on local history and as a basis for considering and formulating future civic actions.

AREAS & SOURCES NOT INCLUDED IN THE INVENTORY

Because of time limitations, the inaccessibility of necessary data of persons or the denial of permission to enter private property, not all of the city area could be researched or surveyed, including some portions of the city which were suspected to contain valuable resources. The majority, however, consisted mainly of areas now severely altered by grading or landfill operations or by residential, commercial or industrial development. Also included are several properties which had been surveyed previously by the Consultant although the results obtained from these surveys have been consulted and presented below where pertinent.

The areas excluded from the survey are listed as follows:

1. The Shell Chemical Company plant located between Chico and Perry Streets on the west, Del Amo Boulevard on the north, Wilmington Avenue on the east, and Martin & 213th Streets on the south. Permission to survey was denied (see text below).

2. The Campus of California State College, Dominguez Hills located between Victoria Street on the north, Avalon Boulevard on the west, Del Amo Boulevard on the south and Central Avenue on the east. The property belongs to the State of California.

3. The Arco Refinery bounded by 223rd Street on the north, Wilmington Avenue on the west, Sepulveda Boulevard on the south and the Southern Pacific Railroad tracks on the east. Previous research (Eggers 1974, Williams 1971) showed that the area had been heavily modified to accommodate and support the existing facilities; however, data from test cores and well logs on the property were consulted during the record search and evaluation phases of the inventory.

4. The Shell Oil Refinery located south of Sepulveda Boulevard and east of Wilmington Boulevard up to the city limits. See comment on Arco Refinery above.

5. Landfill Areas. Nos. 1-21 located north and south of the San Diego Freeway (see Map 4). All existing records and files on these areas were examined at the Los Angeles County Engineer's Offices. However, records on landfills #1, 3, 12, 13, 14, 16 & 17 could not be located and were reported as having been discarded. (Mr. Ken Harvey, personal communication). A study of the existing records showed that prior to raising the elevation of the lava in a project area, the ground was excavated to a depth of 10-20 feet below the original surface and soil removed was replaced and compacted along with the fill materials. The grading of the original surface would have effectively removed and destroyed any cultural remains or data present on the project area.

Note: Landfills No. 20 and 21 are not shown or Map 4. Number 20 (M.H. Brown Dump Site) is northwest of No. 12 between 190th and Figueroa Streets and The Dominguez Channel. Number 21 (Mar-Glo Paint Company) is an irregularly shaped area located between Broadway and Main west of the paint factory (Sanitary Landfill File I-981; See Map). Additional grading operations have also

recently been carried out on areas adjacent to the site of the Carson Mall located between Del Amo and Avalon Boulevards, the Perry Street extension and the San Diego Freeway. Areas were surveyed only where grading operations had only begun or had not progressed to the point where fill materials were being deposited. The margins of landfills 18 & 19 were examined since the adjoining areas had been plowed but not otherwise significantly altered (see Eggers 1976a).

6. The San Diego and Harbor Freeways Rights-of-Way had previously been examined for archaeological remains prior to construction by Caltrans. Data from these surveys were examined during the inventory.

7. Specific Portions of Properties and Land Surfaces Where the Original Land Area(s) Was Obscured by Existing Structures or Features (other than fill materials; see above, No. 5). Unobscured land surfaces adjacent to the structures or features were examined and were considered as a (non-random) sampling of the whole area.

8. Rights-of-Way of Flood Control Channels had undergone considerable modifications and also contain extensive structures which prevent examination of the ground surface.

THE SIGNIFICANCE OF CULTURAL HERITAGE RESOURCES

CHRs have only recently been recognized as valuable resources by governmental entities. Until 1970-72 when the restrictive interpretation of CEQA was expanded to include private projects and environmental concerns were more precisely defined on both the State and Federal level, historical resources and remains were considered to be the special province of scholars, amateur collectors and special interest groups. Cultural heritage resources received little recognition from planners or formulators of policies and conservation was either

ignored or else carried out in a haphazard or arbitrary way.

Although major events and personages were often commemorated by plaques and structures such as birthplaces of important figures (e.g., Presidents, Generals, Inventors, Founders and Explorers, etc.) or early structures of historical significance have been preserved or restored (e.g., Dominguez Adobe Heritage Park [L.A.], Banning House, the Drum Barracks, etc.), such actions were often taken independently and many were privately financed. Some were included in parks maintained by governmental agencies (e.g., Pt. Fermin Lighthouse, Los Angeles Arboretum [Hugo Reed Adobe], Los Cerritos Adobe, etc.) or given special protection (e.g., Avila House, San Gabriel Mission). Despite such actions, a large number of significant remains have been lost or purposely destroyed (e.g., San Fernando Mission) to make way for urban development. In some cases, the loss has occurred because a structure has deteriorated through lack of upkeep and funds have not been available to restore it and maintain it in accordance with safety and building codes.

The greatest loss has been felt in the case of CHRs dating to aboriginal times. Although once numerous in the South Bay area, habitation sites of peoples such as the Tongva ("Gabrielino") have been rapidly disappearing, as the present report will clearly demonstrate. Much of the loss can be attributed to the effects of urbanization but the greatest single factor is a lack of public awareness both of the existence and significance of such sites. 'Indian' artifacts have tended to be highly perishable and even the living structures ("wickiup ") were made of materials such as tule reeds, branches and hides which decayed rapidly. Artifacts were also largely made from oceanic materials except for stone ('lithic') tools and vessels and are rarely preserved. Cultural behavior and institutions (religion, political practices, ethics, etc.) are now extinct, along with the Tongva themselves, and have only been partially noted and recorded by European and American observers. As a result, an estimated 50-80% of aboriginal remains in the Los Angeles area have been destroyed, in most instances without having been recognized or recorded (Moratto 1973, State Task Force Status Report 1973).

In recent years public and governmental awareness of the significance and value of CHRs has greatly increased. Organizations, agencies and civic officials have realized that systematic CHR preservation and conservation programs

can bring a variety of benefits to a community or region. Most of these benefits have been itemized and discussed in State and Federal documents which have been widely distributed (e.g., California Historic Preservation Element Guidelines 1976, the California History Plan, Volume 1, 1973; Publication '11593', Office of Archaeology & Historic Preservation, Department of the Interior) and will be presented here in summary form:

Cultural Identity. A knowledge and understanding of the history of the peoples and developmental events and processes of an area provide its inhabitants with a sense of identity and place. By increasing civic pride, the inhabitants of an area are encouraged to commit themselves to improving standards of life and to become involved in civic projects. Such increased pride helps to reduce crime, relieve urban blight, attract new residents and provide ethnic groups (e.g., native Americans, Hispanic speakers, Asian-Americans, etc.)

Reconstructing the Past. Many people have a curiosity about and interest in the past both of their own and other areas. Museums housing objects of historic value and rehabilitated historic structures and landmarks develop and expand this interest.

Economic Benefits. These are many and varied, including raising the value of property, cutting the costs of redevelopment of innercity areas, provide interest and variety to blighted areas, and reducing the costs of upkeep and costs by utilizing recently enacted tax laws (e.g., the Tax Reform Act of 1976) which provide for depreciation allowances, reconstruction cost deductions and charitable deductions on historic property. A major economic benefit accrues from increased tourism to an area (e.g., Avila Adobe and Olvera Street in Los Angeles, Oldtown in San Diego, Ghiradelli Square in San Francisco) which will often lead to increased employment and development.

Benefits to Long Range Planning. An inventory and understanding of cultural heritage resources and their place in local history can promote a more effective appraisal of prospects for future development and of community needs and limitations. Such long range prospects can be formalized and incorporated into General Plans as a means of gaining public cooperation

and involvement (see California Government Code, Section 65860).

Southern California has a history of development that is colorful and worthy of pride and a sense of accomplishment. Its population is ethnically diverse and widely distributed, lacking a definite and tangible focal point such as a large metropolitan center and compact communities. Many cities and towns have developed recently and lack a unified theme in architecture or general layout. Some, such as Torrance, began as industrial cities and have diversified into residential and commercial centers or vice-versa. By drawing on the past and incorporating it into present day life, many of the decentralizing forces can be mitigated, and a sense of community and permanence can be encouraged.

The Los Angeles region contains one of the largest Native American populations in the nation. These people have a rich and varied cultural heritage which dates back more than 25,000 years in the Southwestern and Pacific Coast region. With the European exploration and colonization of the area, these peoples suffered a rapid and disastrous decline and their traditional culture underwent extensive modification. Since they were illiterate themselves and the European population was primarily interested in the prospects of Native Americans as laborers and converts to Christianity, few records were made of their life styles, beliefs or social systems. The existance of peoples ancestral to those encountered by the Spanish is not documented by written records of any type. Many groups which were present during the Spanish and Mexican periods (e.g., the Tongva, Serrano, Luiseno, etc.) have recently become extinct or so reduced in numbers and modified by European culture that they no longer remember aboriginal life patterns and ideologies.

The study and reconstruction of Native American cultural heritage in Southern California requires a combination of documentary research and archaeological techniques. The general outlines of the latest period of aboriginal history can be construed from explorers' diaries, Missionairies' reports and settlers' descriptions and observations. However, the bulk of the detailed information can only be reconstructed from sites which have been carefully excavated and analyzed under controlled conditions. Such sites are the only

repositories of historical information for aboriginal culture(s) predating the first European contacts and the loss of these resources might permanently prevent a meaningful study of cultural patterning and development for large periods of time.

To carry out a meaningful reconstruction of non-literate, extinct cultures not only is it necessary to carefully excavate existing remains and to extract as much data as possible, but such sites as are dug must be as little damaged or disturbed as possible. If the artifacts and traces of human activity are in their original contexts, much can be deduced from their associations and stratographic positions. However, once these positions are disturbed or the materials removed unsystematically, such deductions are difficult or impossible to make and the loss of data is irremediable. In view of the large number of sites which have already been damaged or destroyed, the scientific and historical value of those remaining is very much greater than before and special efforts must be taken to prevent further unnecessary uses of information and existing remains.

The 'unlocking' and recovery of data from archaeological sites can only be done at the present time through excavation utilizing specialized tools and techniques. Such procedures are time-consuming and costly and involve trained personnel. In order to successfully excavate a site, time is required to uncover, record and remove the remains so as to permit a meaningful interpretation of the patterning and a reconstruction of the culture of the inhabitants. Since excavation is itself destructive, however much controlled, it is preferable to delay digging a site until it can be done properly and in such a way as to insure the recovery of a representative sample of the data content. If this is not possible then effective measures should be taken to insure the protection and preservation of the CHR in its present state until it can be properly examined.

THE CITY OF CARSON'S ENVIRONMENTAL AND HISTORICAL SETTING

Before presenting the results of the CHR inventory, a brief review of the physical environment and history of the Carson area is necessary. Numerous books and documents exist which focus on or include these subjects (e.g., Jerrills 1972, Gillingham 1961, Fink 1966, Woodring, et al, 1946, Poland et al, 1956, Johnston 1962, Cleland 1951, Ludwig 1927, Gales 1974, Thacker 1923,

Bates 1963, Bancroft 1886, Banning & Banning 1930, Robinson 1939 etc.) and a complete summary of all the data will not be attempted here. Instead, the present section will be concerned with data that will compliment and expand existing accounts and which will provide background material for later discussions. It will also demonstrate some of the difficulties encountered in compiling a comprehensive and detailed history of the City area.

GEOLOGY AND ENVIRONMENTAL SETTING

The City of Carson is located on an alluvial coastal plain (the Torrance Plain, Reagan 1915b) extending north from the present Los Angeles and Long Beach Harbors. The plain is flat and marshy and is dominated by two prominences; Dominguez Hill in the north with an elevation of 179 feet above sea level and the Palos Verdes Hill to the southwest which rise over 1400 feet a.s.l. Except for these landmarks and for the existance of several small marshy lakes (Harbor Lakes), channelized streams (Dominguez Slough, Compton Creek) and rivers (Los Angeles River) the plain is featureless and reaches a maximum elevation of 35-40 feet a.s.l.

The region has a mild climate with an annual mean temperature of 62° Farenheit and a single season (November-April) of moderate (c. 12-15 inches) rainfall (U.S. Weather Bureau Statistics; Bates 1963). Vegetation is presently sparse over much of the area but varies according to elevation, degree and orientation of slope and the availability of water. Marshy soils and lake shores support growths of Alder (Alnus rhombifolia), Willow (Salix sp.), Rushes (Juncus sp.), Cottonwood (Populus trichocarpa), Bulrushes (Scirpus sp.), and Cat-Tail (Typha sp.). Scrub, Valley and Coastal Live Oak are found in canyons and drainages and on the higher, northern elevations of Palos Verdes Hills. Cactus (Cholla, Prickly Pear), Toyon, Yucca, Coastal Sagebrush and Sugarbush (Rhus Ovata) occur on the drier and sunnier slopes. The remainder of the coastal plain supports a variety of grasses (Deergrass, Giant Rye Grass, Pepper Grass), Buckwheat, Sagebrush and Chia as well as occasional groves of Eucalyptus and other non-indigenous trees and shrubs (Butler 1974, Curtis 1959, Bates 1963).

Domesticated livestock (cattle, sheep, etc.) presently make up the bulk of the (land) animal life and indigenous fauna includes only small populations of Coyote, Gray Fox, Mule Deer, Skunk, Weasel, Badger, Snakes, Lizards, numerous rodents (mice, gopher, squirrel) and rabbit. Offshore and littoral marine environments still contain large seasonal populations of fish, sea

mammals and shellfish as well as birds that feed off of them and which inhabit the lagoons and terrestrial marshes.

The geologic structure and lithology of the region is complex and has developed over a period of 20 million years. In Miocene times, the coastal plain, especially in the Carson area, was submerged by the sea. Only the Palos Verdes Hills were above sea level and formed a part of an extensive seacoast highlands including the Santa Monica Hills (Woodring et al 1946). At this time volcanos were very active, depositing extensive beds of lava on the floor of the Los Angeles Basin which was also beginning to form as the result of subsidence (Yerkes et al. 1965). By Pliocene times, the floor of the Basin contained stratified layers of lavas and sediments over 10,000 feet thick. However, continuing periods of deformation (folding and tilting) and subsidence of the surface kept the area below sea level.

From late Miocene times until the Upper Pleistocene period, marine sediments continued to accumulate in the Carson area. However, during the latter period deformation and uplift occurred which raised the Palos Verdes Hills nearly to its present elevation (A.S.L.) and created the geologic dome now called Dominguez Hills (Poland et al, 1956). Much of the surface of Los Angeles Basin was then above sea level and terrestrial alluvial sediments began to accumulate on top of the older marine deposits (Poland et al, 1956, Yerkes et al 1965). Many of these late Pleistocene and recent deposits which consist of interbedded clays, gravels, silts and sands trapped or directed the flow of ground water and created the aquifers and artesian flows which at the beginning of the 20th century constituted the major source of water for the Carson area (Poland et al 1956, Reagan 1915, Board of Engineers Flood Control Report 1915). These deposits have produced several 'perched' fresh water tables which have been fed by runoff and by underground flows from highlands located to the north. However, recent demands for water by residents, farmers and industrial companies have depleted these tables and have caused the intrusion of sea water.

As the land rose during late Pleistocene, deformation caused a considerable amount of faulting and folding. A roughly parallel series of anticlines, synclines and faultlines formed in the Torrance Plain which, in turn, were crossed by the Los Angeles River following its present course. The uplift of Dominguez

Hill and the formation of the Wilmington syncline with its NW-SE axis created a small swale in the Carson area (Poland et al 1956, Yerkes et al 1965). This, combined with the creation of offshore coastal sand bars in San Pedro Harbor, resulted in the formation of marshes and shallow lakes (e.g., Watson Lakes, Habor Lakes; see maps) in the lowlying portions of the landscape which were fed by artesian springs and overflow from the partly impeded Los Angeles River. Periodic flooding greatly increased both the amount of the overflow and the extent of the lakes. During the 1914 flood it has been estimated that as much as 3000 acres were under water in the area of the Dominguez Slough (also known as Laguna Dominguez [See Maps], Reagan 1915a, Grenier 1976, Jerrills 1972).

The formation of the coastal bar, besides creating Watson Lakes, also established a wide delta at the mouth of the southward flowing Los Angeles River. The delta area accumulated large quantities of sands and silts, some derived from terrestrial sources, others (mainly sand) from the ocean which over time has made periodic incursions. Consequently, the mouth of the Los Angeles River has alternated between being a salt water (tidal) and fresh water marsh for at least the last few thousand years B.P. (before A.D. 1950) which has extended from the present San Pedro Bay shoreline northwards to Sepulveda Boulevard.

Stream and river flow in the Los Angeles area has been intermittent and has undergone several major shifts over time. Geologic and geomorphological studies (see Reagan 1915, Poland et al 1956, etc.) of the Los Angeles River indicate that while having changed course drastically and repeatedly over the centuries, it has occupied only three main river beds. The major bed appears to be that which it currently occupies and which has recently been channelized by the U.S. Army Corps of Engineers. However, historical records and accounts (Guinn 1914) show that prior to 1824 (1815-1824?) the river flowed westwards from the vicinity of the former Pueblo de Los Angeles into Ballona Creek and Ballona Lagoon (now Playa del Rey). The flood of 1825 was of such magnitude that the river jumped its bed and occupied its present course until 1889 when two floods occurring in the same year (possibly the heaviest on record; See Reagan 1915b) caused a shift eastwards through the present city of Vernon and then back into its old channel north of its junction with the Rio Hondo. However, the latter shift was only temporary and the river had reestablished its present bed by the 1890s. The San Gabriel River has also changed its course

in its lower reaches, fluctuating between its original bed flowing into Alamitos Bay and an intermittent channel connecting with the Los Angeles River below Dominguez Junction on the Southern Pacific Railroad. Whenever such a merger occurred, extensive flooding was observed in the area of Dominguez Slough and the Los Angeles River Delta (Reagan 1915a).

The flatness of the coastal plain and the proximity of inland highlands and mountain ranges have combined to make flooding a recurring phenomena in the Carson area. During the years 1811-1954 at least 21 major floods have been reported for an average of one every 15-16 years (Bigger 1959). By adding in the dozen or so smaller floods that have had only localized impact, the rate is reduced to one flood per decade. Much of the damage from these events has been greatly reduced by the construction of check dams and flood channels along the major river systems, but accumulations of water due to runoff continue to inundate lowlying and marshy areas within the city at the present time.

These floods and the shifts in the drainage patterns had major consequences for local environments. Guinn (1914) has collected and published accounts of observers of the 1832 flood which relate how the flow of streams so changed that a number of lakes and ponds in the vicinity of Wilmington, which until then had been permanent, became nearly dry after a few years and 'forests' of Willow and Alder disappeared. Heavy deposits of silt also accumulated in the delta areas in back of Rattlesnake (i.e., Terminal) Island. Although many of these effects may indeed have been due to changes in drainage patterns, it should be noted that the years 1833-1862 were 'dry' years during which little or no flooding occurred. The effects produced by man, especially as a result of ranching and raising livestock, also must have reinforced natural trends and could certainly account for much of the 'deforestation' (see acounts of O. E. Elftman, C. W. Caseboom, Edward Carson in Reagan 1915a). These effects will be discussed in greater detail in the sections to follow.

Soils in the Carson area, as stated earlier, consist mainly of alluvial sediments including loams and adobe/clays with intermixtures of sand and silt. Small pockets of beach sand containing shell and wind-deposited dune sands occur on the flanks of Dominguez Hill and immediately south of the San Diego

Freeway in the downtown area (Nelson et al, 1919). Most of the loams and clays are of Pleistocene age and were laid down as the ocean shoreline retreated westward and south. These include the Ramona and Montezuma series which cover Dominguez Hill and the area south of Dominguez Slough. In Post-Pleistocene times, recent sediments; i.e., the Hanford, Yolo, Chino and Tujunga series, were deposited along the Los Angeles River drainage and were extended into the Dominguez Slough by flooding.

Most of these soils are extremely fertile and have been the basis of a thriving truck farming and livestock raising industry since the latter part of the 19th century (Nelson et al, 1919, Jerrills 1972, Gillingham 1961). Crops included sugar beets, grains, alfalfa, beans, potatoes, lima beans, lettuce, strawberries, and deciduous fruits continue to be major staples grown on the well drained, moisture-retaining Pleistocene and recent soils, most of which could be dry-farmed or only minimally irrigated. The marshier and more saline soils at the foot of Dominguez Hill and east of Dominguez Slough were used primarily to graze cattle and sheep until the 1930's (Grenier 1976, Jerrills 1972).

THE CULTURAL BACKGROUND

Recent archaeological evidence and historical records demonstrated that human populations have inhabited the Carson area and vicinity for at least 8000 years. This long record of habitation can be divided into three major periods; i.e., the Native American ('Indian') period, the Hispanic Period and the American Period, each of which can, in turn, be subdivided into phases distinguishable by particular ethnic and cultural characteristics. These periods and phases have been described in detail for the Los Angeles Region in numerous works (see Bibliography) and will not be presented in the text of this report. However, a summary of the various distinguishable phases of the Native American Period is included in the Appendices along with a chronological chart and reference should be made to this Summary to supplement the material discussed below. The purpose of the discussion to follow is to relate regional history to the Carson area and to extrapolate from the data an understanding of the cultural heritage of the city from earliest times.

As stated in the section on Methods above, historical information for the Carson area is limited in scope and content. Historians have focused mainly on the development of the city of Los Angeles and of the San Pedro-Wilmington areas because of their importance as centers of industry, commerce and residential growth. Until recently, the Carson area was used primarily for ranching and farming and was unable to support urban development because of periodic flooding. As a result, the history of the city has had to be extrapolated from the regional data and from secondary sources.

1. THE NATIVE AMERICAN PERIOD

Although 95% of the time of human habitation of the South Bay area is included in the Native American ('Indian') period, only the cultural practices of the latest phase; i.e., the Canalino, are known. Kroeber (1953), Johnston (1962), Wallace (1955) and others have supplemented archaeological evidence (e.g., Walker 1951, Meighan 1954a, Bates 1963) with gleanings from ethnographic studies and the accounts and descriptions of explorers, missionaries and settlers in order to reconstruct the basic life styles of these people and research continues to close the gaps in the existing record.

Phases pre-dating the Canalino Phase have been reconstructed solely from evidence derived from excavations of archaeological sites in the Los Angeles area. Most of the excavation sites are located in Santa Monica, Ventura County and Orange County but a number of significant finds have also been made in San Pedro, Redondo Beach, Marina del Rey (Ballona Creek) and the Palos Verdes Peninsula. However, only a few of these sites have as yet been extensively studied.

THE EARLY MAN PHASE

The earliest dated evidence of human presence in the Los Angeles Basin was found in the Ballona Creek-Angeles Mesa (Baldwin Hills) area. Here in 1936 a skeleton was recovered from a depth of 12-13 feet below the surface of the ground along with remains of an extinct mammoth elephant (Lapotin 1936). Radiometric analyses have demonstrated recently that the human remains date to 23,600 years B.C. The six skeletons recovered from Angeles Mesa under similar circumstances have not yet been dated but they also appear to be of great antiquity.

It is unfortunate that no artifacts of other cultural remains were recovered from either site.

The oldest cultural remains from the Los Angeles Basin were found in the La Brea Tar Pits. Two pits dug to a depth of 6-10 feet produced the skeletal remains of a woman, animal bones showing knife cuts and a total of 15 artifacts including a type of projectile point rarely found in coastal sites (Woodward 1937, Stock 1942). The finds have been dated to between 5-13,000 years B.C.

Although lacking in skeletal material and as yet poorly dated, remains of early man have been recovered on Palos Verdes Peninsula. In 1936, Mr. E. F. Walker of the Southwest Museum and a group of volunteers excavated a deeply stratified site on a sand dune on the bluff overlooking Malaga Cove. Known to be the location of the Canalino phase village of Chowingna at the time of Spanish exploration, the site proved also to be a succession of four occupations, the oldest of which may have an antiquity of nearly 8,000 years. The four cultural layers (I-IV) contained quantities of artifacts and evidence of human occupation and, at present, the site represents the longest continuously inhabited site in the Los Angeles area (Walker 1951). If geological evidence can be borne out by radiometric testing, it is possible that the oldest occupation (Level I) may date to the late Pleistocene Period (Woodward et al, 1946).

The cultural remains from Level I were not as numerous as those from overlying levels but they do provide insight into the cultural patterns of the Millingstone era. Stone artifacts include scrapers, microliths, knives, several hollow-based projectile points, atlatl darts, hammerstones and flaking debris. Tools of shell (abalone shells plugged with asphaltum), shell disc beads, incised stones and bone implements including points and harpoons, grinding stones also were found. Most notably, Level I contained large quantities of fish, shellfish, bird and land/sea mammal remains indicating that the occupants had been skilled exploiters of native marine and terrestrial food resources. However, food processing artifacts especially stone grinding tools (manos, metates, mortars, etc.) were conspicuously absent from the assemblage although the presence of tar-coated pebbles indicates that the art of basketry was known (Walker 1951).

THE MILLINGSTONE PHASE

Level II was a thin layer overlying Level I and representing the beginning

of post-Pleistocene (recent) dune sand accumulation at the site. The layer yielded small cairns of stone with re-interred human remains (i.e., 'reburials'), manos, metates, a single small mortar and pestle, and several soapstone (steatite) specimens (Walker 1951). The steatite is significant since a major source of this material is found in Catalina Island implying that the inhabitants of Malaga Cove were capable of long range trade in sea-going boats. The contents of Level II closely resemble those from sites in the Santa Monica mountains, the San Fernando Valley, Santa Barbara and San Diego, and Wallace and others describe the assemblage as belonging to the Millingstone Phase of Southern California (Wallace 1955, Kowta 1969, Treganza and Biermian 1955).

Other sites in the South Bay area have yielded remains dating from this period. The best studied of those is the "San Pedro Harbor Site" (LAn 283), situated just north of the intersection of Gaffey Street and the Harbor Freeway. Although once a large shell midden covering more than 5 city blocks, recent urban and highway development had disturbed or destroyed much of the site and had caused a mixing of stratographic levels. However, the recovery of large projectile points, discoids, a variety of Millingstones and a cogged stone, (an artifact unique to Los Angeles and Orange County), from the site along with artifacts representative of later phases indicates that the site had been occupied from late in the Millingstone Phase until the early part of the Canalino Phase. The site evidently had been abandoned prior to the arrival of the first Spanish explorer in 1542.

As described in the Appendix, the Millingstone Phase is characterized by artifacts indicative of increased specialization in hunting and food collecting practices with the beginnings of systematic exploitation of marine and littoral resources. It was also a time during which populations became less nomadic and began to establish centrally-based settlement patterns (cf. Beardsley et al. 1956). These were the precursors of the village-based patterns that characterized succeeding phases although villages as such are not known to have existed during the Millingstone Phase. The San Pedro Harbor site is indicative of this period and is similar to Malaga Cove, Level II and a coastal site at Lunada Bay (PV 8) excavated and described by Bates (1963).

THE INTERMEDIATE PHASE

Level III assemblage shows considerable development over that of the preceding layer. Well made mortars and pestles were the dominant food processing

artifacts while manos and metates were absent. Large quantities of fishing implements including shellfish hooks and bone harpoon barbs were recovered along with a variety of fish and large sea mammal remains and large asphalt coated stones. Although remains of actual boats have not yet been found at any site, the evidence in Level III strongly suggests that the inhabitants had made the 'Tomolo'; i.e., the large ocean-going plank canoe lashed with rawhide thongs and caulked with asphaltum described by early Spanish explorers (Walker 1951). The presence of broken ('killed') artifacts and reburied charred human bone indicates that cremation and the 'mourning' ceremony were practiced.

Precise dating of the level is not possible on the basis of present data but various researchers have considered it to belong either to the late Intermediate or early Canalino Phase (Wallace 1955, Treganza & Bierman 1955, Kowta 1969, Warren 1969). Other sites dating to the Intermediate Phase includes LAn 709, 844, 845 in Rolling Hills Estates, Lan 283 (San Pedro Harbor Site) and several located in Long Beach. The increased number of sites known for this phase is indicative of the establishment of the vallage based settlement pattern with the specialized seasonal exploitation of land and sea resources.

THE CANALINO PHASE

The majority of the sites known from the Palos Verdes Peninsula and surrounding area belong to the Canalino Phase of the Native American period. Accounts by early Spanish explorers and settlers arriving in Los Angeles describe the many villages that occupied the area although few felt impelled to carry out detailed investigations of Canalino life styles and cultural patterns, their long distance trade systems, religious beliefs and social institutions.

At least twelve sites dating to this phase are located within or adjacent to the Carson City Limits (See Maps 1-3). Those depicted by solid circles (e.g., LAn 88, 96, 99 & 106) have been heavily damaged or destroyed while those marked by a triangle are intact or only partially disturbed. They belonged to a large complex of semi-autonomous villages and satellite sites which ringed San Pedro and Long Beach Harbors from A.D. 1000 until A.D. 1800 (Johnston 1962, Kroeber 1953). The people occupying the area were the Tongva, a Shoshone-speaking population which gradually replaced the earlier Hokan-speakers who occupied the coast during the Intermediate Phase. The Tongva were

called the "Gabrielino' by the Spanish since they were placed under the jurisdiction of the San Gabriel Mission during the Hispanic Period. A summary of their culture is given in the Appendix and a more detailed description can be found in Johnston (1962) and Fink (1966). They had a complex system of religious beliefs involving elaborate funerary practices and vision quests (see Moriarity 1969, Harrington 1934, DuBois 1908) and kinship networks as well as advanced techniques of stone working and polishing. However, within forty years of the establishment of the Mission at San Gabriel the villages and sites within the Los Angeles Basin were abandoned or destroyed.

2. THE HISPANIC PERIOD

European exploration and settlement of California officially begins with Juan Cabrillo's voyage to Monterey Bay in 1542-43. Although he was not the first citizen of the Old World to reach the Pacific Coast of North America (the Chinese had preceded him perhaps 1000 years earlier; Moriarity, personal communication), he was the earliest to record his observations for written history.

As one of the Conquistadors who in 1521 participated in the capture of Mexico City, his interests in sailing northward were the same as those which motivated most of the explorers of his time; i.e., nationalism, religious fervor, ambition, as well as a desire to discover a 'Northwest Passage' connecting the Atlantic and Pacific Oceans across North America. He is reported to have sailed into San Pedro Bay (actually so named by Vizcaino in his voyage of 1602) but made no landing. However, he did make contact with Tongva 'Indians' in a canoe and he recorded his observations of the coastal area. The quantity of smoke he saw eminating from the campfires and signal fires of the many villages along the harbor and on the slope of Palos Verdes Hills led him to refer to the area as 'Bahia de los Humos' (Bay of Smokes) (Bancroft 1886). It is unfortunate that he died on San Miguel Island in 1543, after discovering Monterey Bay, since he was an interested and accurate observer of all he saw and was fascinated by the Chumash Culture which at the time was very similar, except for language and religion, to that of the Tongva (Forbes 1969, Kroeger 1953, Johnston 1962).

Although California, in particular Cape Mendocino, served as a major landfall for the 'Manila Galleons' plying between Mexico and the Philippines, no further voyages of discovery were launched along the coast until 1602 when Sebastian Vizcaino rediscovered and named Monterey Bay (Cabrillo's 'Bahia de los Pinos'). Along the way, according to journals kept by various clerics and chroniclers (e.g., Fray Francisco Palou and Fray Antonio de las Ascension) who accompanied the explorer, Vizcaino put in at the 'Bahia de los Humos' (which he renamed San Pedro Bay) and sent a small boat to investigate the coast and to search for water. However, again no attempt was made to explore the coastal plain or to investigate the peoples living there although other areas were

visited by Vizcaino (e.g., Catalina Island where Viscaino made personal contact with the Native Americans at Avalon Harbor). No further exploration of Carson/San Pedro area was conducted until after the establishment of the San Gabriel Mission in 1771 (Bancroft 1886, Johnston 1962, Bolton 1916).

The earliest record of prolonged Hispanic contact with the Carson area is contained in the Register of the San Gabriel Mission. Beginning in 1780, one year before the founding of the "Pueblo de Nuestra Senora de Los Angeles", the Missionaries began converting the 'Indians' in the vicinity of San Pedro Harbor. The common practice was to remove converts from their villages ('Rancherias') and establish them in barrack-like domiciles at the Mission where the conversion process continued and where they served as laborers (Englehardt 1927). By 1813 a total of 110 neophytes had been removed from six villages in the South Bay including the Village of Suangna (Suavit) presently located in the Watson Industrial Center (see Map 1, LAn 98). However, perusal of copies of Mission San Gabriel records (1972, courtesy of the late Thomas Workman Temple II) failed to reveal any recorded descriptions of the villages or of the local environment.

In 1784 Juan Jose Dominguez received the first private land grant in Alta California. The grant known as Rancho San Pedro included more than 75,000 acres (118 square miles) and extended to the coast from the west bank of the Los Angeles River, Rosecrans Avenue and the Northern boundary of the City of Redondo Beach (near King Harbor).

The troubled history of the development and various partitions of Rancho San Pedro has been extensively researched and discussed by several authors (i.e., Cleland 1951, Gillingham 1961, Robinson 1939, Bancroft 1886, etc.). Reference will be made here to events and data which pertain to the area within or adjacent to the Carson city limits.

With the granting of the permit for the Rancho San Pedro, Juan Dominguez occupied the land bringing a herd of cattle and some horses. He built a small adobe northwest of Compton Creek on the northeast side of Dominguez Hill but occupied it only sporadically until the time of his death in 1809. During the time of his ownership, the Rancho was managed by Manuel Gutierrez who served as Trustee for the property until 1825 following its regrant to Juan Dominguez' nephew, Cristobal, and the physical occupation of the property by Cristobal's

son and main heir Manuel Dominguez.

Prior to Manuel Dominguez' arrival, the Rancho had been developed by Gutierrez who also granted grazing and habitation rights to others, the most prominent of which was Jose Dolores Sepulveda. Establishing himself and his family, circa 1810, near San Pedro Harbor in the vicinity of the present intersection of Gaffey and Channel Streets, he became a successful rancher during the 15 years prior to the arrival of Manuel Dominguez. As a result of this long period of occupancy Jose Sepulveda was able to obtain a partition of the original Rancho and to obtain ownership of 31,629 acres of land including the Palos Verdes Peninsula and portions of the present cities of Torrance and Redondo Beach. The property became known as Rancho Los Palos Verdes after a large canyon named by Vizcaino in his voyage of 1602 for its dense growth of trees.

During the first three decades of the 19th century, the livestock herds on the two ranchos and elsewhere on the coastal plain underwent considerable expansion and ranching became a way of life. Gillingham (1961) notes that the need for labor led the Dominguez family to recruit 'Indians' living at the village of Suangna as vaqueros indicating that at least a few of the Rancherias survived the effects of European contact and Missionary zeal. However, by 1850 most of the Indian population in the vicinity of Los Angeles including the village of Yangna had died out and it is doubtful that the fate of Suangna was much different (Robinson 1952). On the Rancho Los Cerritos located immediately east of the Los Angeles River, Native American domestics and ranch hands occupied small wickiups close to the main house away from their original village (Dr. K. Dixon, personal communication; Bixby-Smith, 1925) and it is possible that a similar practice was followed in other ranches. If Suangna was abandoned at this time it must follow that the smaller and more temporary sites (e.g., LAn 88, 106, 99, Carson 1 & 2, See Map 1) also were no longer occupied.

A major part of the rapid decline in Native American populations must have resulted from the dramatic increase in cattle ranching which caused a marked change in the local environment. The foraging of the large herds rapidly reduced the dense 'forests' of Alder, Sycamore, Willow, vines and shrubs which covered much of the coastal plain at the time of Portola's first expedition

leaving instead a barren, grass covered landscape (DuHaut-Cilly 1929, Gillingham 1961, Fages 1972, Dana 1968). Not only did this seriously reduce the sources of vegetable and animal food on which a hunting and gathering life depends but the reduction of vegetation also helped to promote extensive flooding over much of the Harbor and low lying areas (Reagan 1915, Guinn 1895).

If the overgrazing of the landscape drastically effected the Native American populations in the Carson area, the effect was only slightly less pronounced on the ranchers themselves. By 1850, the end of the Hispanic period, the South Bay area was divided between several large land owners whose holdings were devoted to the raising of cattle and horses as well as the grain to support them. While appearing to be a romantic and easy-going lifestyle (Ludwig 1927), large scale cattle ranching was an expensive and precarious existance. Outwardly living in an opulent and hospitable fashion, the 'Rancheros' were forced to spend heavily for feed and material goods in dry years and many of the larger holdings were heavily mortgaged to Los Angeles bankers and to those with good cash reserves. Although Manuel Dominguez was able to hold the Rancho San Pedro intact through this period, the same was not true for the Sepulveda family, the Nietos or the other ranchers in the vicinity (Cleland 1951, Cleland & Putnam 1965, Gillingham 1961). The Pueblo was viewed as a lawless town with yearly 'revolutions' and as existing mostly in a state of anarchy (Cleland 1951). Americans were immigrating in increasing numbers and sentiment favoring a break with Mexico and annexation to the U.S. was growing.

Major political changes were also occurring in the Los Angeles area at this time although their effects on the Carson area were not felt directly. In 1822 Mexico became independent of Spanish rule and took over administrative control of Alta California. The new government required that all land grants issued by the Spanish be reconfirmed, which greatly complicated the legal actions already pending between the Dominguez and Sepulveda families regarding the ownership of the Palos Verdes Peninsula. It was not until 1834 that an arbitration decree was issued confirming the permit for Rancho San Pedro while at the same time awarding to the Sepulvedas the land which became Rancho Los Palos Verdes (Gillingham 1961).

San Pedro Bay developed during this period into a port for the transfer

of goods and passengers. By 1800 it was known as the Embarcadero of San Gabriel and was a principal means of transporting supplies brought from Mexico to the Mission by sea (Guinn 1900, 1905). A dirt road connecting the port with the Pueblo of Los Angeles (San Pedro Road) was established which approximated the present route of the Harbor Freeway. A second road leading more directly to the Mission bypassed the Harbor Lakes on the east and parallelled the present route of Wilmington Avenue. Oxcart was the principle means of travel for man and goods (Rolfe 1953, Dana 1840) which had been put ashore by means of lighters ferrying between the anchored ships and the shore.

Since both routes passed through areas used primarily for cattle raising, travelers often sought and received hospitality and rest from one of the ranchos (e.g., Sepulveda Adobe, Rancho Dominguez, Rancho de los Cuervos,[Rancho Tajauta]) located along the route. Eventually a permanent halfway house was established along the San Pedro Road in the vicinity of the present city of Gardena.

With the outbreak of war in 1846 between Mexico and the U.S. that was to end the Hispanic period, the road passing east of the lakes was used by Stockton's troops at the battle of Dominguez Hill (Guinn 1905). A vivid description is given by the soldiers of the dusty road crossing the hot coastal plain (then known as 'Punta de la Laguna') with its dense cover of grass and mustard plants, the latter over six feet tall (Guinn 1905, 1915b).

3. THE AMERICAN PERIOD

With the capitulation of the Mexican forces both in Mexico and California in 1848 and the admittance of California as a State in 1850, statehood created or encouraged major changes in the Los Angeles area, some of which directly affected the Carson area. The Land Act of 1851 required that patents be obtained by land owners who had received title to their property from the Spanish or Mexican governments. Before the patent to the Rancho San Pedro was finally issued in 1869, the holdings had undergone several partitions and some 6000 acres of land had been sold to developers. One of the sales involved 2400 acres of property bordering San Pedro Bay which were acquired by Phineas Banning to found the town of Wilmington.

The gold rush of 1849 had stimulated a great influx of Americans into the

state and Los Angeles was expanding as a center of trade and agriculture (Cleland 1951, 1918; Guinn 1915a, Robinson 1939, McWilliams 1973). A formal postal service was established in 1851 to replace the Indian runners and private conveyances used previously, and steamships and stagecoach lines were established to connect San Francisco and San Pedro Harbor with Los Angeles. The two roads leading from the city to San Pedro were designated Public Highways in 1851 (Guinn 1905) and by 1872, Manuel Dominguez had converted nearly 300 acres of Rancho land into "highways and sideroads" (Gillingham 1961).

In 1864, after three years of only trace rainfall, the era of cattle ranching came to an end. Many of the largest ranchos were mortgaged to buy feed and supplies or to support business ventures and later were sold or partitioned when the mortgages were foreclosed. In the Carson area, the Rancho Los Palos Verdes, Rancho Los Cerritos and the voluminous holdings of Abel Stearn (Rancho Los Alamitos, Rancho Los Coyotes, Rancho Las Bolsas, etc.) were in the hands of new owners or were in the process of being subdivided for development by 1868 (Cleland 1951, 1962; Gillingham 1961, Fink 1966).

Although not forced into the sale of Rancho lands, the shortage of water on the Rancho San Pedro required Manuel Dominguez to shift from cattle to sheep which caused a further degradation of the vegetation cover in the area of Dominguez Slough and Dominguez Hill (Gillingham 1961, Reagan 1915). Also mechanized farm implements led to an increased amount of acreage being put under cultivation for grain and hay much of which was exported to foreign countries. In order to clear more land for this purpose, even the Willows growing onthe west bank of the Los Angeles River were cut down and sold. At this time, however, no other crops were raised on Rancho land except for a small orchard and scattered vineyards located near the Dominguez Home (Gillingham 1961).

After 1851, with the expansion of trade and the establishment of public roads connecting Los Angeles with San Pedro Harbor, Phineas Banning and others (e.g., Tomlinson, Alexander, etc.) established regular stagecoach lines which flourished until 1869 (Cleland 1918; Guinn 1900, Newmark 1930, Jackson 1974). This led to the development of the town of Wilmington and prompted the development of neighboring areas. This trend was greatly accelerated in 1869 when the first transcontinental railroad to Los Angeles was completed (Guinn 1915). In

1870 the Los Angeles and San Pedro railroad linking the city with the Harbor was constructed on land provided by Manuel Dominguez and the era of land development and competing railroad companies began (Gillingham 1961, Guinn 1911, Hoyt 1953, Dumke 1944)

In 1867 the City of Compton was founded and settlers bought land in 45 acre lots. Much of the city land consisted of property sold by Pedro Dominguez to satisfy debts and various claims. In 1870 two thousand acres of land south of Dominguez Hill and west of the Los Angeles River (Dominguez Colony Tract) was subdivided into forty acre lots with the railroad running through the center. A second area located between the present Sepulveda and Lomita Boulevards and west of Wilmington Avenue (then known as the County Road) had been transferred to Antonio Rocha and was subsequently subdivided. The remainder of the Rancho, approximately 24,000 acres, was held intact until the partition of 1885 (Gillingham 1961).

Following the death of Don Manuel Dominguez in 1882, the Rancho San Pedro was resurveyed prior to distribution to his six daughters. An appraisal of the Rancho showed that slightly more than half (13,000 acres) of the Rancho was used as pasture while approximately 7,000 acres located mainly along the riverbed were utilized as farmland. Estuary land, marshes and sand dunes accounted for an additional 3,700 acres but this did not include more than 2,000 acres in the Dominguez Slough and Watson Lakes areas. indicating that the latter were inundated at the time of the survey but were not as extensive as during the 1914-16 floods (see Reagan 1915). Both areas are depicted on the Partition Map (Gillingham 1961; also originals housed at the Huntington Library).

The partition map shows the major areas of settlement at the time of Manuel Dominguez' death. Only the Wilmington and Dominguez Colony areas (Davidson City) show signs of development and much of the latter remained farmland until recent times. Except for the sale and subdivision of the ocean tracts in the vicinity of the present city of Redondo Beach, no major transactions or developments occurred for several decades to alter the allocations made in 1885.

However, despite the slow rate of change within the Rancho, the outlines of future development were already evident. In 1887, a total of 13 streets were dedicated to the County all of which represent segments of presently existing

thoroughfares. Included among these were Tomlinson Street (Normandie Avenue), Victoria Street, Dominguez Street, Carson Street, Los Angeles Street (Del Amo Boulevard), Railroad Avenue (Alameda Street), Wilmington Avenue, Dolores Street, Wilmington Street (223rd Street), Ocean Street (228th Street), Rocha Street (Sepulveda Boulevard) and Reyes Street (Lomita Boulevard).

Since Victoria Street marked the northern boundary of the Rancho San Pedro at the time of the partition of 1885, the present city of Carson includes lands acquired by J. G. Downey, Isaias W. Hellman, F. B. Hayes, and Antonio Aguirre between 1855 and the time of Manuel Dominguez' death (Gillingham 1961). Much of the Aguirre Tract in the Carson area was eventually bought by Ms. Prudent Beaudry in 1866. In 1881 the holdings of Downey, Hellman, Hayes and the Farmers & Merchants Bank were surveyed and a subidivision map of the 392 acre tract north-west of the Victoria Street dogsleg was prepared in 1883 (Huntington Library archives). However, the bursting of the 'boom of the eighties' prevented development of the area for several decades (Dumke 1944, Cleland and Putnam 1965).

By 1900 the settlements of Gardena, Strawberry Park, Rosecrans and Compton were growing and coalescing, with the areas in between undergoing cultivation as farmland. Main Street, Figueroa Street and Avalon Boulevard extended southwards as far as the northward branching areas of Dominguez Slough but did not cross the lake area.

Between 1883 and 1910 the land in the southwest portion of the Rancho were leased to subtenants who carried out dairy farming operations. In 1893, Mr. Fiesel arrived from Chicago and by 1896 was an established farmer and dairyman in the present area of the Watson Industrial Center. His children and their families also established farms in the vicinity and were joined by other farming families many of which were of German descent. The focus of the so-called German Settlement (North Wilmington) situated on the former Antonio Rocha Tract was the German church near the intersection of Lomita Boulevard and Neptune Avenue and 'picnic celebrations' were held at the Eucalyptus Grove formerly at the corner of Main Street and Sepulveda Boulevard. At the turn of the century the only school in the area was Lincoln (Rocha) District School Number 5 (Jerrills 1972).

At the turn of the century the Carson area was still a dry, dusty land with little vegetation cover. Except for the Dominguez and Bixby Sloughs, surface water was scarce and even the Los Angeles River ran dry except for winter rain and flood periods. Early residents recall the clouds of dust, silt and sand that would be raised each afternoon by the onshore breezes from Redondo Beach, the legacy of a century of overgrazing by cattle and sheep (Gillingham 1961; Ms. Frances Carr, personal communication). Photographs taken of the South Bay between 1900-1911 clearly show the large stretches of open ground with the occasional lines of Eucalyptus trees acting as windbreaks or boundary markers. The only other vegetation was the trees and shrubs that were grown in protective groves around farm houses and dwellings (Dominguez Water Company archives; Title Insurance and Trust archives; Dominguez Hills Library Special Collections).

In 1911 the need for a regular water supply to support expanding agriculture and the proposed development, the future industrial city of Torrance, led to the formation of the Dominguez Water Company as a subsidiary of Dominguez Estates Company. This action along with increased sales of land by the latter company, which had been created the previous year to protect the real estate holdings of the surviving daughters of Manuel Dominguez, greatly promoted development of the southwest portion of the present city. The Water Company set out to tap artesian sources in the Los Angeles riverbed and to drill wells into the subterranean semi-perched water tables and "200 foot sand" of the Silverado Zone (Poland et al. 1956; Gillingham 1961; Grenier 1976) and to pipe it to the surrounding regions. It was at this time that sale of Rancho lands to private persons increased and farming activities developed in the area south of Dominguez Slough (Gillingham 1961, Jerrills 1972).

Heavy flooding in 1914-16 led to the extensive inundation of the Dominguez Slough-Watson Lakes area with considerable damage to farms and crops in the vicinity. Much of the flooding was the result of the rapid growth of farming activity which had resulted in the infilling of gullies and natural drainages and the construction of levees and raised roadways and railroad tracks (Reagan 1915 a & b, Grenier 1976, Dominguez Water Company Archives). The problem of overflow and ponding in the Dominguez Slough was partially alleviated by the dredging of a small channel in 1917 which also freed additional areas for

farming and grazing. However, it was not until after 1958 that effective flood control measures were taken and the problem was removed with the channelization of the Los Angeles River and Compton Creek (U.S. Army Corps of Engineers Records, Federal Record Center).

The years 1920-1925 were a time of change and growth in the Carson area which set the pattern for future development. Farming for crops other than grain or hay increased greatly and some produce was marketed outside the area (Jerrills 1972). Shell Oil Company began prospecting for oil on Dominguez Hill and refineries were built on land along Sepulveda Boulevard and Wilmington Avenue in the vicinity of Watson Lakes (which were filled in; Grenier 1976, Gillingham 1961). Southern California Edison and Southern California Gas Company established utilities in 1923 to supply the area including a subdivision of 5 acre lots recently established (1922) along 220th Street between Figueroa and Dolores Streets. The subdivision, which by 1926 had a general store, lumber yard, and Baptist Church, was originally known as Keystone and formed the nucleus for the future city (Jerrills 1972; C. Andrews, personal communication). In 1932 commercial businesses had been started at the Carson Street and Avalon Boulevard intersection including a bar and cafe. By the time of the outbreak of World War II virtually all of the Carson city area was developed, under cultivation or producing and refining oil (see Jerrills 1972; WPA 1936-39 Los Angeles County Land Use Survey Map in the Archives of the County Land Use Planning Division). Only the area of Dominguez Slough was not in use, being too marshy for anything but occasional fishing or livestock grazing during dry periods (Gillingham 1961, Grenier 1976; see also Spence-Fairchild collection of aerial photographs for 1920-1957).

The post-war years were a time of urbanization with a changeover to residential, commercial and 'clean' industrial development. Farming was phased out in all areas except Dominguez Hill and even the dairies were replaced by tract housing and shopping centers (e.g., Wilmington Manor Tract, Avalon Village, Victoria Park, Scottsdale, etc.). With the addition of the Harbor-San Diego Freeways and the commencement of large scale landfill operations in the Dominguez Slough area the city began to assume its present form and was finally incorporated in 1968 (Jerrills 1972).

IV. THE CULTURAL HERITAGE RESOURCES OF CARSON

Results of The Field Survey

The walkover survey of the City area required two months (December, January 1975-76) for completion by the Consultant and a field crew of 1-4 persons. As stated in the section on Method (above) all open, undeveloped and minimally disturbed land was examined for historical remains from any of the periods previously discussed. In addition, each street was examined by vehicle or on foot for structures which appeared to predate World War II and which might have been a part of one of the original settlements. All such remains and structures were recorded for further investigation.

Over the next four months (February-June) the data collected was examined and compared by the Consultant and one assistant to archival records, maps and photographs and the owners or previous owners of the buildings or properties were contacted (wherever living and available). Limited subsurface tests were also conducted at one Native American site (Carson 1) as previously described. Preparation of this report was begun when the data was in hand and evaluated.

Recorded Cultural Heritage Resources in Carson

A total of eight Native American sites were identified from records and by visual inspection as existing within the Carson area. Of this number only four (LAn 91, Carson 1-3) are still in existance and only one of these (Carson 1) is relatively undisturbed at the time of this report. Examination of the locations of the sites and a reconstruction of the environment at the time of their occupation indicates that at least three times this number existed prior to modern day alteration of the region (see field notes of Van Valkenburg, F. H. Racer 1939). However, they were difficult to identify even at the time of the earliest reconnaissance of the area.

The sites described below were located as a result of at least three reconnaissances conducted in the Carson area including the present study. However, only one of the previous studies (Eberhart) was carried out by a trained archaeologist. In addition to the three reconnaissances, the South Bay has been a favorite hunting ground for pothunters and amateur collectors who located many of the sites listed for the area but kept few, if any, records of their finds.

Mr. John Sevier and Mr. R. Irwin of Long Beach have each visited many sites in the San Pedro Harbor area and have collected numerous artifacts and human remains which are still in their possession. A third collector, Mr. Joseph Cote, recovered artifacts from South Bay sites and especially from LAn 98 for more than 30 years. Unfortunately, he is not known to have kept any records of his finds and he disposed of many of the items he collected during his lifetime.

The first known collections in the Carson area were made by the late Dr. F. H. Racer, formerly of Lomita. He located 22 sites in the South Bay and adjacent areas, four of which were situated within the present City limits of Carson (Racer 1939) Dr. Racer's collections are important since he visited the sites during the years 1910-1939 when they were being exposed by agricultural activities but were still intact. He also was able to examine the shorelines of the Dominguez Slough before they were altered by flood control measures and urbanization. Unfortunately, at his death his collection of artifacts was sold by his heirs to dealers in antiquities and is no longer in existence. Copies of his notes are on file at UCLA Archaeological Survey and with this Consultant.

Three of the sites recorded by Dr. Racer (LAn 88, 98 & 106) no longer can be identified. According to his notes (Racer1939) they were temporary camps and food processing sites situated along the shoreline of Dominguez Slough for the convenience of small hunting and food collecting parties from nearby villages (see below). No trace of the sites could be found during the present survey.

The earliest known survey of the South Bay area by a trained Archaeologist was conducted by Mr. N. C. Nelson in 1912-1916 as a part of his study of the California coast. During the 1930's Mr. J. P. Harrington, Mrs. B. E. Johnston and Mr. E. F. Walker carried out research to locate the Tongva villages listed by Hugo Reid in his letters to the Los Angeles Star (Johnston 1962, Heizer 1968). The attention of these investigators was directed mainly towards the San Pedro Harbor (Bixby Slough) and the Palos Verdes Peninsula (see Walker 1951) although it is probable that they knew of the CHRs in the Carson area (Dr. Racer was one of the volunteers who aided Mr. Walker in the excavation of LAn 138 at Malaga Cove).

During the years 1950-1969 the South Bay was periodically investigated in a non-systematic fashion by students from UCLA, USC, Los Angeles State University and Long Beach State University, and numerous sites were recorded as existing

in the region. Most were situated in the vicinity of Bixby Slough but Dr. H. Eberhart and J. Chartkoff conducted limited surveys in Torrance and the city strip (Eberhart 1957, 1970). Chartkoff located two small Tongva sites (LAn 387, 390) on the southeast side of Dominguez Hill overlooking Alameda Street just outside the Carson city limits (see Map 1).

In 1962, E. Bates, under the supervision of Dr. William Wallace (then at the Department of Anthropology, University of Southern California, conducted a comprehensive and systematic survey of the Palos Verdes Peninsula but did not include the Carson area.

Few excavations have been carried out in the South Bay. Several sites located on the south coast of the Palos Verdes Peninsula were sampled by several organizations and institutions during the 1960's and brief reports were published in some cases (Bates 1963). In 1968, a team of researchers from Long Beach State and the California Department of Parks and Recreation conducted salvage operations at LAn 283 located at the Gaffey Street and Harbor Freeway intersection (Butler 1974). The excavators recovered numerous artifacts and food remains but the site had been too badly disturbed by residential development and use to provide data on cultural patterns. Small exploratory excavations were also conducted at Indian remains located near the Rancho Los Cerritos Adobe over a period of years (W. Evans, K. Dixon; personal communications).

In 1968, grading was begun in the Watson Industrial Center near LAn 98 and the operations were observed by a volunteer student archaeological team from Los Angeles State University. Surface collections and limited subsurface tests were made in an attempt to recover artifacts and to locate burials before they were disturbed or damaged by grading (Los Angeles Times 1968). The field notes describing the recovery procedures and the details of the tests have been lost but the artifacts are currently housed in the Anthropology Lab at California State College, Dominguez Hills.

Between 1970-1972, a series of subsurface tests were made at LAn 98 by A. V. Eggers and K. Kuykendall (California State College Dominguez Hills) in an attempt to locate undisturbed cultural deposits. The excavations and the results were summarized in a report submitted to the Carson City Council (Eggers 1972) which is included in the Appendix. Further systematic probes were made

at the site in 1972-73 by Mr. Charles Irwin of the Bowers Museum, Santa Ana, but while the recovered items are housed at the Museum, no report was prepared on the findings.

In January 1975, test excavations were conducted at a site (Carson 1) discovered during the present survey. A total of 6 1x1 meter test units were systematically excavated in order to determine the depth and extent of the cultural deposits. A description of the tests and an analysis of the artifacts is appended to this report.

Although a total of seven State landmarks have been recorded for the area surrounding Carson, none are listed for the city itself. This is a reflection of both the newness of the city and the history of the area as part of the Rancho San Pedro. Officially registered landmarks of Statewide significance include the Drum Barracks (State Landmark No. 169) and Banning House (No. 147) in Wilmington, the Adobes of Jose Delores and Diego Sepulveda (Nos. 380 & 383) and Timms Point (No. 384) in San Pedro, the Dominguez Ranch House (No. 152) and the site of the 1910 Air Meet (No. 718) on the east side of Dominguez Hill (Los Angeles County). Three of these sites (the Dominguez Ranch House, Drum Barracks, and Banning House) as well as the Osgood-Farley Battery in Fort MacArthur are also recorded in the National Register of Historic Places and are afforded the protection of Federal laws (Federal Register 1975, 1976).

Only one site of local historical importance is recorded within the City of Carson. The Tongva village of Suangna (LAn 98) has been officially designated as a point of local historical interest (No. LAn 013) and a commemorative plaque has been installed south of the intersection of 223rd Street and Utility Way (dedicated October 20, 1972). The site of the village is currently being developed as part of the Watson Industrial Park. A commemorative plaque erected by the Native Daughters of the Golden West for the 1910 Air Meet and originally placed south of the site was rededicated in 1975 on the Mall of Dominguez Hills State College. However, as noted above, the site of the Air Meet itself is located outside the Carson City Limits. A State historical marker for the event is presently located on the east side of Wilmington Avenue near the Long Beach water storage tanks.

In addition to the sites described above, the Consultant received data from several individuals that an Indian skeleton had been discovered intact while digging trenches for a pipeline in the Shell Chemical Company plant on

Wilmington Avenue south of Del Amo Boulevard. The date of the reported find could not be stated exactly but was said to have occurred in 1970-71. There were conflicting statements that the remains had been checked by the Police (Sheriff?) and had been identified by either the County Coroner's Office or by persons at UCLA (where, by some reports, the bones were taken and presently reside).

In an attempt to verify this information and to find the location of the site and of the remains, the Consultant contacted the Firestone Sheriff's substation (Compton), the Los Angeles County Coroner's Office and Laboratory, the UCLA Archaeological Survey and the Public Relations Office at the Shell Chemical Company. The Public Relations Director at Shell Chemical recalled having heard of the incident but could not remember the time and place of its occurrence. Further checking failed to provide additional information from company files and none of the workmen present at the trenching operation were in the area or could be located. The records of the Sheriff's substation, UCLA and the Coroner's Office also provided no corroborating or additional data, and a check of the files of local newspapers failed to locate any stories or notices regarding the finds.

Permission to survey the Chemical Company grounds for historical remains was denied.

It is quite probable that human skeletal remains could have been found on the Shell Chemical Company property as reported. Two Indian campsites (LAn 389 & 390) were known to have existed on Dominguez Hill overlooking Del Amo Boulevard (see above) and two more Indian sites (LAn 696 & 697) existed bordering the Los Angeles River near 56th Street in Long Beach. One of these sites (LAn 698) contained Indian burials. The village of Suangna (LAn 98) was located only 2-1/2 miles south of the Chemical Plant and was known to contain several Indian graves (see below). However, there is too little data available at this time pertaining to the finds at the chemical plant site to ascertain the exact nature of the remains or to determine their age and cultural affiliation.

An additional site containing a lens of shellfish remains "4-5 feet thick" was reported to have been uncovered and then destroyed during the construction of the Harbor Freeway in the vicinity of the 220th Street off-ramp. The depth of the lens below the original surface is uncertain and other pertinent details

on the location and nature of the finds are lacking but the fact that late Pleistocene beach deposits are known to exist in the area and that no cultural remains were mentioned leads to the assumption that the finds were solely Paleontological in nature and not of historical significance.

Several sites and landmarks in the Carson area of local historical significance and dating to the Hispanic and American Periods have been removed or destroyed as a result of expansion and urbanization. When Maria Dolores Dominguez Watson received her share of the 1885 partition of the Rancho, her sons established themselves on several of the tracts along the Los Angeles River and Compton Creek south of Wilmington Road (223rd Street) in the vicinity of the lakes which bore their name. Today both Watson Lakes and the homesteads of three of the brothers form the foundation for the Arco and Shell Oil Refineries east of Wilmington Avenue while Robert Watson's house near the corner of 223rd Street and Wilmington Avenue was destroyed by fire in 1913. The site of his house and the lake which was adjacent to it (i.e., "Bob Watson Lake") are now filled in as part of the Watson-Industrial Center (Redevelopment Project No. 2; see Gillingham 1961, pp. 297-9).

Although the rest of the descendents did not live in the present city of Carson area, their homes served as local landmarks for many years. In 1826, Manuel Dominguez established himself in a house built to replace the Old Adobe of his uncle Juan Jose (no longer standing although attempts are now under way by faculty and students of CSCDH to locate the site). Manuel's house is still preserved as a State and National landmark and as part of the Claretian Seminary. The houses of Manuel's brothers Pedro and Nasario were located north of Victoria Street and east of the present Wilmington Avenue. No trace of these structures remains today.

Circa 1890, George Henry Carson built a two-story Victorian-style house immediately north of the Dominguez Homestead. This house continued to be occupied until 1968 when it was dismantled and placed in storage (Gillingham 1961, Jerrills 1972). George Carson's son, Juan Manuel, built a new residence in Torrance but in 1902 moved it to the vicinity of Carson Street and Normandie Boulevard. The house was moved so as to be in the center of the then developing farming and dairying area (see above) and the new communities of 'German Town' (North Wilmington) and what was to become Nestoria/Keystone. In 1959, the home was dismantled to make way for tract homes and a shopping center (Carson Plaza), and much of it was preserved and put into storage in Compton where it remains today (Jerrills 1972; Grenier, personal communication).

Most of the farms which existed in the Carson area prior to and following 1900 had disappeared by 1968 or had been replaced by development. Although truck-farming still is a major industry in the area between Wilmington Avenue and Alameda Street south of Dominguez Hill, most of the original residents are gone, although in some cases their names (e.g., Elftman, Bangle) are still in use to designate loading stations on the Southern Pacific Railroad just as they were when George Henry Carson used them to ship Rancho sheep and wool to market. Most of the residents of the area at the time of the 1914-16 floods also have died or moved away because of the floods (e.g., C. W. Caseboom, C. H. Eilers, J. P. Hoeptner, Jesus Cruz, E. E. Wilson, etc; See Reagan 1915 a & b).

A few of the old farmsteads still survive in spite of recent landfill operations and urban development. Portions of Leonardi's Dairy which was in operation at the time of John M. Carson's relocation of the family home on Normandie Street in 1902, still exists east of the intersection of Main Street and Torrance Boulevard (formerly East Street) although much of the original property now lies under 10-25 feet of fill soils and the San Diego Freeway. The Larronde Sheep Ranch (recently used for cattle) established circa 1926 by John Larronde on an 80 acre parcel on the northwest corner of Victoria Street and Avalon Boulevard is presently part of the 70 acre Tract 3461 and some of the original farm buildings still stand. The property is shown in detail on the 1936-39 Land Use Survey Map and it still includes one of the north arms of the former Dominguez Slough (Laguna Dominguez) which branches prior to passing under the Artesia Freeway and Avalon Boulevard. As is shown in the report appended to the text, the original land surface is intact and contains the remains of an Indian campsite only slightly disturbed by plowing operations.

Most of the landmarks of the early communities in the southern portion of the present city have also been replaced. The original Lincoln School building was torn down in 1940 to make way for a newer structure on the same site (Jerrills 1972) and most of the original commercial buildings in the

Keystone Area at 220th and Main Streets (e.g., The Gardena Grocery) recently have been torn down. The few buildings that remain from that period will be discussed below.

SUMMARY OF EXISTING CULTURAL HERITAGE RESOURCES & SENSITIVE AREAS.

The list provided below contains all of the Cultural Heritage Resources identified by the inventory of the city as conducted by the Consultant. It should be noted that some of the sites included in the listing had not been recorded previously at any of the data depositories contacted during the inventory and that they have only local significance.

The individual sites are described in terms of their location, historical significance, present status and their susceptibility to damage or destruction. Recommendations for conservation procedures will be discussed in a separate section to follow. A major element in any conservation program is a well formulated and enforced municipal policy regarding the handling of CHRs and recommendations as to the nature and contents of such a policy are presented in the final section of this report.

It should be noted that, as discussed above, significant portions of the city area could not be investigated directly and that the existing records are incomplete. However, because of the possibility that significant CHRs may exist in certain areas, these areas have been designated as 'sensitive' and have been delineated on Map 5 and are discussed separately below.

NATIVE AMERICAN CULTURAL HERITAGE RESOURCES

1. Suangna Village (LAn 98, Local Point of Historical Interest No. LAn-013)

   Location: Approximately 20 acres of Watson Industrial Center South (Redevelopment Area No. 2) bounded by Wilmington Avenue on the east, the Southern Pacific Railroad Spur on the north, the southward extension of the centerline of Utility Way on the west and 233rd Street on the south. Portions of the margins of the site are covered by fill soils, buildings and roads and it is possible that the cultural deposits extend farther west and south than described

above (see below, Sensitive Areas). However, the eastern boundary is well defined and was determined by previous fieldwork (Eggers, 1972) and by first-hand investigations of storm drain trenches excavated on Wilmington Avenue immediately east of the site.

STATUS: LAn 98 has been greatly disturbed by a series of trenching and grading operations carried out over a period of 20 years. Prior to 1968 several 10-20 foot deep trenches were excavated in a north-south direction through the site for the placement of water and petroleum pipelines. Several of these trenches were re-excavated in 1974 in order to place new lines and to remove damaged pipes. In 1968, the site and surrounding area was extensively graded and compacted in preparation for future construction. At that time, grading operations removed the upper 2-3 feet of cultural deposits from the site and redistributed them as fill in adjacent lots. The remaining portions were harrowed and recompacted to a depth of several feet below the present surface. Additional grading and compaction operations have been carried out on portions of the site since 1971 for the construction of roads (233rd Street) and the placement of building pads.

Pot-hunting, farming activities and motorcycling have also adversely impacted LAn 98 since 1910. The area had been in use as a part of the Struikman Dairy Ranch prior to 1939 (Racer 1939) and many of the corrals and ranch structures were located on or near the site, portions of which had been plowed periodically for beets and potatoes (see Figure 2). However, the farming activities had not seriously disturbed the site except for a slight mixture of the topmost 18 inches (0.46 meters).

It should be noted that the village of Suangna (also known as Shua, Soavit, Soabit & Suanga; see Merriam 1968, Bates 1963) has been placed at various locations by various authors and researchers. Fink (1966) has it located on a hill overlooking Machado (Harbor) Lake while Kroeber places it "near Long Beach" and shows it as east of the Los Angeles River (1953, p. 621 & Plate 57). However, the

majority of researchers now agree with Johnston's placement of the village at the site denoted above and this concurs with the data obtained by this Consultant from several sources. It is recorded as "site No. 10" in Racer's manuscript (1939).

Significance: The village of Suangna (LAn 98) was one of a group of villages which ringed San Pedro Harbor at the time of Cabrillo's voyage (A.D. 1542) and perhaps the largest (Johnston 1962, personal communication; Kroeber 1953, Bancroft 1886). It represents one of the few remaining vestiges of this village complex and one of the last major Tongva sites in the South Bay area. The village name with a variety of spellings (see above) is recorded in the San Gabriel Mission Records and fifteen of the inhabitants were converted to Catholicism during 1788-1813.

Although no radiometric age determinations have been made for the site, there is a general consensus that it was occupied for approximately six hundred years (ca. A.D. 1200-1800) during the Canalino Phase (see Eggers 1972; Los Angeles Times, 1968; C. Irwin, personal communications). This estimate is based upon a comparison of artifacts recovered from test excavations with those from sites of known age (Eggers 1972).

The site has yielded an abundance of cultural remains most of which are in private collections. Although a photographic record has been made of one of these collections (Sevier) most are as yet unrecorded and some have been sold or otherwise dispersed (Racer, Cote). A small number of artifacts collected by Joseph Cote and by a student archaological team have been donated to Cal State Dominguez Hills' Department of Anthropology where they are presently houses. Additional artifacts collected from the site have been placed on indefinite loan to the college by Watson Land Company.

Remains from LAn 98 include numerous human skeletal remains (Coffin 1955), large stone mortars, pestles, bowls, grinding stones and cooking implements, large clay pots (ollas), incised steatite (grave markers?) and siltstone slabs, shell and glass (trade) beads, and a wide variety of chipped stone artifacts and projectile points. The remains are all of types associated with the Canalino Phase of the Native American Period.

Wheras the village site was once of great scientific value, that value has been much diminished by adverse impacts over a long period of time. However, it is probable that some intact areas exist in portions of the site situated between the buried utility lines (Figure 2) and that traces of cultural patterning may be observed. Such areas are presently obscured by fill and disturbed soils 1-1/2 - 2 feet (0.45 - 0.60 meters) thick which would have to be removed prior to excavation.

Prospects For Preservation: The area containing the site is currently undergoing development as an industrial park wherein land is sold or leased for the construction of warehouses and light manufacturing plants. Although the type of buildings which might be constructed will depend on the ultimate developer of the parcel in question, structures existing elsewhere in the center are built above ground on raised pads and are surrounded by surface parking facilities.

While the construction of buildings on the site (LAn 98) would prevent further excavation or subsurface testing of a large portion of the remaining cultural deposit, the impacts would not be adverse in all cases. Structures of the type described above would only minimally disturb the buried intact soils and would also provide a covering of the site surface which would prevent further damage. In this way the intact portions of the cultural deposit could be protected and preserved for possible future investigation when and if ever the proposed structures are no longer present.

2. LAn 88

Location: This site is located in the vicinity of the intersection of the Harbor and San Diego Freeways within the city limits (see Map 1). Its precise location, however, cannot be determined since it was only one of a large number ("more than one hundred") small sites which formerly existed along the areas of Dominguez Slough (Racer 1939). LAn 88 was described as being situated on "the bank of the slough between Vermont Avenue and Main Street south of 190th Street" but even in 1939 was "hard to locate" because of pothunting

and collecting prior to 1939 (Racer 1939). It was recorded as "site No. 14" in Racer's manuscript (1939).

Status: Virtually all of the area along Figueroa Street between the San Diego Freeway and 190th Street has been extensively modified by road construction and industrial/commercial development, and the shorelines of the arm of the former Dominguez Slough are no longer visible on the surface.

Data as to the extent and depth of the cultural deposit is nonexistant, but some approximations are possible from other sources. Sites of the type described by Racer for this location tend to be 1-3 feet (0.30-0.91 meters) in depth and less than 100 feet (30 meters) in diameter (see below; Carson No. 1). Since the eastern portion of LAn 88 extends into the right of way of Figueroa Street it is likely that most of that portion was destroyed by road grading. The western portion is located partly within the developed lots between Figueroa Street and Anelo Avenue and may be only partially disturbed.

Examination of the surface of the existing lots failed to reveal any traces of the cultural deposit. It is possible that the remains have been obscured since the site may have been covered over with the materials. However, no grading permit is recorded as having been issued for the lots and the extent to which the surface has been altered from its original state thereby making an exact determination of status impossible. Portions of the site might still be in existance under the parking area for the Datson although grading records indicate scarification to a depth of at least 12 inches (30 centimeters) over much of the area of Tract #4671 (data obtained from grading permits on file at Carson City Hall unless noted otherwise). Such operations might disturb the context but would not necessarily destroy tne scientific value of the affected cultural deposits. It is possible, therefore, that portions of LAn 88 or of similar sites in the vicinity of the former slough may still be preserved in part.

Significance: Racer (1939) describes LAn 88 in the briefest of terms saying only that he observed surface traces of "sea shells, broken mano (hand grinding) stones and flint (sic) chips" and that sites in the area had been extensively collected. The data indicates that LAn 88 was a temporary campsite used for food processing along the shore of an arm of the Dominguez Slough (see Maps 1-3). Such sites were often used by small groups on food gathering or hunting expeditions from 'base-villages' (see Hudson 1971, Fink 1966, Kroeber 1953, Rice & Cooley 1976, C. D. King et al 1974, Wallace 1968). Although small and limited in cultural content, such sites often provide important data on the range and scope of activities of a particular group at a particular time and significantly extend the data obtained from villages and other types of CHRs. Such sites are today given as much attention by professional archaeologists as the larger, more complex remains or those with deep midden and stratified components. Without an understanding of these resources and their relationship to other sites in an area, it would not be possible to reconstruct the cultural pattern for a particular group at a particular time

Prospects For Preservation: Since any remaining portions of LAn 88 are probably buried under fill or surface structures, the prospects of preserving existing cultural deposits (if present) are good if recommended procedures are followed (see below).

3. LAn 99

Location: Dr. Racer (1939) describes the site as situated "just east of Vermont Avenue between Carson Street and East Road (sic) on the edge of the [Dominguez] Slough" (see Maps 1-3). The placement of the site follows the records on file at UCLA but may not be accurate since Dr. Racer's notes place it south of East Road (Torrance Boulevard). In that case the site might have been located in the area of the oil tank farm south of Torrance Boulevard between Main and Figueroa Streets instead of as shown. Existing data does not permit a more exact positioning.

Status: Until the location of LAn 99 can be determined more exactly, a precise assessment of its status is not possible. If it was located north of Torrance Boulevard, it has been destroyed by landfill operations (Carien Landfill No. 5, see Map 6) which excavated at least 10 feet below the former surface before filling with recompacted soils (Los Angeles County File #I-3727-22). The fill area is presently the site of the El Camino Shopping Center (new Colton Piano and Organ Supermarket). However, if it was located south of Torrance Boulevard, its status is uncertain and several possibilities exist.

a. The site may have been situated in the area occupied by the tank farm in which case it has probably been destroyed by cut and fill operations for the placement of the storage tanks;
b. The site may have been located east of the tank farm in the area of Carson Landfill No. 7. Although the County files are incomplete, a map of previous and finished grades shows that any site of the type described by Racer (see below) would have been destroyed by cut and fill grading.
c. The site may have been located on Lots 28, 29, 30 & 31 south of the tank farm or along 212th Street, in which case there is a possibility that portions of the cultural deposit may still exist. However, the chances of the deposit existing in an undisturbed state is very slight given the extent of industrial and residential development that has occurred in the area.

Racer (1939) notes that at the time of his investigations, the site was under cultivation and that artifacts (?) removed during plowing were tossed into a ravine in the present right of way of Vermont Avenue.

Given these alternatives, LAn 99 must be considered as extensively damaged or destroyed.

Significance: Racer's notes (1939) state that LAn 99 (his No. 11) contained "broken mortars and mano stones" similar to those from LAn 98 and that it was 'small' in size. From the description it would

appear that the site was a contemporary of Suangna and LAn 88 and was similar in type to the latter. Any remaining portions of the site should be given the same value as LAn 88 (above) and Carson 1 (below).

Prospects For Preservation: Given the extent of the adverse impacts to the area in which the site was located, the prospects for preservation of any portion of LAn 99 are remote.

4. LAn 106

Location: The site was located in the present right of way for Moneta Street immediately south of Carson Street (see Maps 1-3). Designated "site No. 21" by Racer (1939), it was described in his notes as "about six acres" in size and situated "east of the sulphur plant". The exact location of the 'sulphur plant' could not be determined from map data or other records during the inventory and the position of the site as shown is based upon Dr. Racer's information. At the time of his investigation the area was under cultivation by a Japanese farmer and the area was still in agricultural use at the time of the 1936-39 land-use survey.

Status: An extensive and detailed field examination was made of Moneta Street north and south of Carson Street and south to 220th Street and of the lots bordering the street right of way. All of the lots or fields south of Carson between Figueroa Street and Avalon Boulevard also were investigated for traces of the site or any other remains of historical value. Aside from fragments of marine shellfish and occasional pieces of fused shale and Palos Verdes chert with 1-2 flake scars in several of the lots, no signs of LAn 106 could be found in the area designated in Racer's notes and the site is presumed destroyed by urban development. Any surviving portions of the cultural deposit are not visible on the surface and would have to be buried under the road bed, fill soils or the foundations of houses fronting on Moneta Street. Grading permits issued for tracts in the vicinity of LAn 106 indicate that much of the former

land surface has been covered with 1-6 feet of fill soils which would have the effect of obscuring the cultural deposits while at the same time protecting surviving portions from further disturbance (see below). In the absence of information to the contrary, LAn 106 must be classified as 'status undetermined - at least partly destroyed'.

Significance: Given the sketchiness of Dr. Racer's notes and the absence of other data, the scientific value of LAn 106 cannot be determined precisely. The site is described as containing "many seashells, flint (sic) chips, a few arrowheads and shell beads". In addition, "several mortars" were found by the Japanese gardener (Racer 1939). The site is described in the UCLA survey records as a shell midden/workshop (see copy attached to text) but the density of shell, the presence of stone mortars and shell beads, and the extent of the cultural deposits raises the possibility of it being a small village site instead (compare to artifact list for Carson 1 and LAn 98; see Appendix). The quantity of flakes indicates that stone tool manufacturing was a major activity at the site but large quantities of chipping debris have also been recovered from LAn 98 and village sites on Palos Verdes Peninsula (Eggers 1972, Butler 1974, Bates 1963).

The shells were not in sufficient quantity to indicate a shell 'midden' and appeared to have been derived from late Pleistocene marine sand deposits widely represented in that area. The pieces of shale and chert were worked in the fashion of aboriginal artifacts but did not appear to be in situ and were insufficient in quantity to indicate a site. They are presumed to have been brought into the area by the Tongva or earlier peoples but could not be associated with LAn 106 per se. The area containing shell and chert/shale remains, however, has been designated as 'sensitive' (see below) and may yield significant historical remains especially of the American period.

Prospects For Preservation: The fact that Dr. Racer estimated the size of LAn 106 as "about six acres" and that some undeveloped areas still exist along Moneta Street south of Carson Street raises the possibility of the continued existance of a portion of the site. Even allowing for some degree of dispersal of cultural remains by agricultural activities and urban development, the site must have extended some distance east and west of the right-of-way of Moneta Street and that some of the deposit underlies the fill soils of Tracts 28220 and 24823 (Map 4229 on file at the City of Carson). The presence of the various structures and the fill soils would act to protect any such remaining deposits from future disturbance providing deep trenching operations (buried cables, gas mains, etc.) do not occur outside of the street right-of-way or in previously undisturbed native soils.

5. Carson 1

Location: This previously unrecorded site is situated on the west bank of an existing channel and fresh water marsh on the former sheep and cattle ranch on the northwest corner of Avalon Boulevard and Victoria Street (see Maps 1-3 and Figure 3). A detailed description of the farm and of the site location is given in the report on test excavations at Carson 1 included in the Appendices to this text.

Briefly stated, Carson 1 lies immediately east of a northward extension of Wall Street at a straightline distance of 539 meters (1768 feet) from its intersection with Victoria Street. The site is located on the bank of a channel which represents a segment of an area of the former Dominguez Slough (Sauze de la Bolsita). The cultural deposits as represented by surface remains extend over an area measuring 120 x 65 meters (394 x 213 feet) or 0.80 hectares (1.9 acres) between the 20 and 23 foot contour lines (see Figure 3). The area is due west of the former milking barn of the farm established by John Larronde in 1926.

Status: Although situated in the middle of a working ranch, adverse impacts to the site have been few and limited in scope. The area was used primarily as grazing land for cattle and sheep but had been plowed to

promote the growth of grass in recent years. Some crops may also have been grown on the property but at present there is no definite evidence of such usage since 1936. Disking has occurred at the site in recent years as part of a weed abatement program and has affected the surface soil to a depth of 6-12 inches (15-30 cms.). Although some mixing of cultural and soil levels may have occurred as a result of the disking and some of the shellfish remains have been fragmented and dispersed laterally, the overall adverse effect has been minimal.

Aerial photographs taken in 1941 and 1971 (Fairchild Aerial Survey Project No. C-6972 and American Aerial Survey Film No. 71136) show that oil pumping and storage structures existed near the site circa 1930-1970 but they were not placed in close enough proximity to cause any disturbance of the soil and its contents.

Test excavations conducted at the site in January, 1976 showed that despite extensive incursions of small burrowing animals in some areas, Carson 1 has remained virtually intact and has the potential of yielding valuable scientific data.

At present, the property containing Carson 1 is in escrow and is being purchased by Colony Group Development Corporation of Newport Beach. Until the sale is completed, ownership is being held in trust by Union Bank and Title Insurance & Trust Company of Los Angeles for the Godchildren and heirs of John Larronde. Colony Group Development Corporation has received approval to develop the property as a Mobile Home Park as soon as title is transferred. The proposed development is expected to have minimal adverse impact on Carson 1 (see below).

Significance: A detailed description of the artifacts recovered from the six test units excavated at Carson 1 is given in the report appended to the text and their significances (and that of the site itself) are discussed at length. A total of 671 stone tools, projectile points, fragments of ground stone artifacts and flakes were recovered, and the types and dimensions of the remains indicate that the site was used as a temporary camp/workshop during the Canalino Phase. Although no C^{14} dates have been

obtained for the cultural deposits, typological comparisons show that Carson 1 was a close contemporary of LAn 98 and probably of LAn 106. However, no Hispanic trade goods were recovered from any of the test units indicating that the site may have been abandoned prior to A.D. 1770.

The relatively intact status of Carson 1, the nature of the artifacts and organic remains recovered and the potential for the existance of cultural patterning strongly indicate that the site has good potential for yielding valuable data regarding the cultural affiliations of the former occupants, their relationship to other known sites in the South Bay area and beyond, and the nature and extent of seasonal hunting/gathering and resource exploitation practices. Carson 1 appears to meet the requirements of criteria 4 of the criteria of evaluation (36 CFR Part 800) for inclusion in the National Register of Historic Places. Most important, the site is one of the few intact Native American sites of any type left in the South Bay.

The artifact assemblage and especially the point types found in the test units closely resemble those from Malaga Cove, Level 4 (Walker 1951) and firmly place the site in the Canalino Phase.

Prospects For Preservation: Despite the projected development of the 70+ acres containing Carson 1 as a Mobile Home Park, the prospects for preservation of the site in its present condition are very good. Development plans call for the inclusion of the site in open space which will be left in a 'natural' state and various protective measures, including a conditioning of the use permit for the project, are being instituted. Some channelization of the stream (slough) bordering the site will occur but it will be monitored by a qualified professional archaeologist in order to prevent disturbance of the site and to recover materials unearthed accidentally. With the site unencumbered by surface and subsurface structures and infrastructures, the cultural deposits would also be readily available for future study should the opportunity arise. This is especially significant due to the increasing rarity of relatively undisturbed Native American CHRs in the South Bay area.

6. Carson 2

Location: Carson 2 is situated in the southeast corner of a 5.28 acrea parcel in Watson Industrial Center south (see Maps 1-3, Site No. 2; Figure 1). The site is bordered on the south by an east-west spur of the Southern Pacific Railroad and inventory building No. 12, on the west by the DWP power line easement and on the east by the Winona Pacific Facility.

Although occasional chert flakes and pieces of marine shell occur on the surface of both the subject parcel and the 5.63 acre parcel located immediately south of the railroad tracks (Inventory Building No. 12), the latter are widely dispersed over an area which has been extensively graded and recompacted and on which a building pad had been constructed. Bone and shell fragments, stone flakes and shaped artifacts were observed on and near the surface of the building pad itself (see below). However the great majority of remains were found in an area measuring approximately 300 x 360 feet (92 x 110 meters) or 2.45 acres (one hectare) adjoining the railroad spur and the parking lot to the Winona Pacific Facility (see Figure 5). The artifact concentration has designated as 'Locus A'.

A second concentration of 'Indian' artifacts was discovered in the DWP easement in the vicinity of Central Wilmington Line #2 pole 1369 in the southwest corner of the parcel containing Building Inventory #12. Although the cultural remains consisted of approximately a dozen flakes and a core, the latter was of an unusual type, being flat and subrectangular in form and having been used to produce long, parallel-sided blade-like flakes. Because of the impacts to the surface of the area separating this concentration from Locus A, its relationship to the latter could not be determined but it would appear to be an extension of the artifact concentration located north of the railroad tracks. For this reason both have been considered as belonging to a single site (i.e., Carson 2) and the concentration at pole 1369 has been designated 'Locus B'.

Status: Carson 2 was discovered during the citywide inventory of CHRs and had not been recorded previously either by Dr. Racer or the UCLA survey.

It is situated on a parcel which records, and aerial photographs show, has been in cultivation at least since 1936 and probably the turn of this century (Spence - Fairchild collection, WPA 1936-39 Land-Use Survey, etc.). In 1967-68, the area was undergoing development as an industrial park and the parcels appear to have been scarified and the pad for Building Inventory No. 12 was constructed after 1971.

Grading (cut and fill) and earth compaction operations have extensively modified the surface soils of the Inventory Building parcel but at the time of this study had not greatly affected the area of the site per se. Disking and weed abatement measures have somewhat dispersed the cultural deposit on the surface and have fragmented much of the exposed shellfish remains but the damage appears to be slight. Some indiscriminate dumping (asphalt, bricks, concrete blocks) and littering (scattered recent trash) have occurred (see Figure 5) but the intrusive materials are ver localized and appear to be confined to the surface.

Portions of the site may have extended southward and eastward at one time but the original dimensions could not be determined at the time of the survey. The eastern portion presently is covered by the asphalt-surfaced parking lot of the Winona Pacific Facility making inspection of the native soil impossible. To the south, the gravel bed for the railroad tracks has been laid in a narrow cut which has exposed a portion of the native subsoils but, while occasional shell fragments were noticed in and on top of the earth embankment, no traces of cultural remains could be observed in the exposed area near the track bed. It would appear that grading operations preceding the laying of the track had removed the cultural deposit to a depth of several feet below the original surface.

Carson 2 (A & B) has been impacted by natural as well as human agencies. Burrows of ground living animals were abundant throughout the area of the cultural deposit and have further intermixed the stratigraphic context. The exact extent of this mixing cannot be determined without conducting test excavations on the site. Permission to conduct such tests was requested of Watson Land Company (letter dated January 9, 1976) but was denied. In the absence of data to the contrary, Carson 2 (A & B) must be classified

as a site which has been partially disturbed by natural and human agencies but which is still largely intact within the areas of Loci A & B.

Significance: In order to determine the approximate age and cultural affiliations of the cultural deposit, a sampling (non-random) of artifacts was made from Locus A which was analyzed and compared to materials from other South Bay area sites. A more detailed discussion of the artifacts and the analysis is presented in an appendix to this report. It should be noted that only materials exposed on the surface of Locus A were examined; no attempt was made to recover artifacts from subsurface cultural deposits.

The materials analyzed included a fragment of a large mano, a fragment of the rim of a stone mortar (bowl?), a small corescraper, a spoke shave, two broken projectile points, a backed chert knife, two flakes with retouched edges, an unworked and unmodified flake fragment and a piece of heat fractured rock. All of the artifacts had been fashioned from local varieties of stone including Monterey chert, yellow and gray siltstone, volcanic tuff, granite and rhyolite. The rhyolite is not native to the coastal plain but is a common element of the buttes in Antelope Valley. All the other materials have a local origin.

Of the items analyzed (see Appendix), the artifact of greatest interest is the rhyolite point. Elongate and thin-sectioned, the artifact is almost an exact duplicate of a type found at the Little Harbor site (Type 3; see Figure 4 g, Meighan 1959b) on Catalina Island, at Santa Barbara (Harrison and Harrison 1966), Big Tujunga Wash (Walker 1951) and elsewhere in central and northern California. It is side-notched with a concave base and slightly protruding tangs, and it represents a type associated with sites dating to 5000-3000 B.P.

The second point also is side-notched but is smaller, thicker in section and is made on a flake of local chert. The chipping technique differs considerably from the rhyolite point. The basal portion has been broken off and cannot be reconstructed but the overall shape of the artifact and the placement of the notches strongly suggests that it also is of Meighan's Type 3 (see Figure 4 f, Meighan 1959).

Of the Native American artifacts observed on the surface or analyzed in the sample, none are of types which would contradict the age suggested by the two projectile points so that Carson 2 would appear to be a small village or temporary camp dating to the late Millingstone or early Intermediate Phase. The age factor is very significant since Carson 2 definitely predates both LAn 98 (which is located approximately 1/2 mile [1 kilometer] to the south; see Figure 1) and Carson 1. Its relationship to the other sites described earlier cannot be established due to lack of data although the presence of shell disc beads at LAn 106 would make it appear to belong to a later phase. Side-notched points were recovered from the San Pedro Harbor site (LAn 283; Figure 12, Butler 1974) but those were more irregular in form and workmanship than the Carson 2 specimens and a mixing of the cultural deposits in the former site prevents a clear picture of the assemblage or the date.

The projectile points also are of special interest from another standpoint. Sidenotched large points of this type are not especially common in South Bay sites and the type has rarely been found even on the Palos Verdes Peninsula (see Bates 1963, Walker 1951). The occurrence of a finely made point of this kind made on an exotic lithic material and the irregularity of those made on local rock suggests that the type is intrusive to the area and was being imitated by local toolmakers. It is possible that the point was introduced into the South Bay from the Santa Barbara area either by way of the San Fernando Valley or the Channel Islands along with other trade items (e.g., obsedian, steatite, etc.).

The fact that Carson 2 dates to an early phase of the Native American period, for which few local sites now exist that it is at least partially intact and that it has a high potential for yielding significant scientific data strongly indicates that it is eligible for inclusion on the National Register of Historic Places in satisfaction of criteria 4 (see 36 CFR Part 800).

Prospects For Preservation: Although the scientific and historical potential of Carson 2 is well demonstrated by the analysis of surface remains, the chances for preservation appear to be slight. The parcel located immediately to the south of the site has already been graded and partially

developed. The parcel containing the cultural remains fronts on a major commercial street (223rd Street) and also is supplied by railroad in the rear. When the parcel is prepared for occupancy, cut and fill grading and soil compaction will greatly disturb if not totally remove the cultural deposit and will largely destroy its scientific value.

In 1973, an Environmental Impact Report was prepared for Redevelopment Project Area No. 2 which includes the Watson Industrial Center South (Area 3) and, therefore, Carson 2 as well (Brock 1974). One of the expected benefits of the project is the promotion of "compatible development" of vacant lots (Brock 1974, p. 14) although no specific development plans of this type are proposed for Watson Center during Phase I (pp. 3-4). The archaeological sections of the EIR (pp. 12, 15, 16) refers only to the Suangna Village site (LAn 98) and ignores the possibility of other significant sites existing in the Project Area. The inadequacy of this document and of the mitigation measures it proposes for CHRs couples with the stated unwillingness of the Watson Land Company to conduct test excavations at the site places Carson 2 in considerable and immediate jeopardy of being damaged or destroyed prior to the mounting of systematic investigations to recover the data.

7. Carson 3

Location: The site is located in the Watson Industrial Center on a 5.95 acre lot fronting on 230th Street slightly south and east of the utility way intersection. The parcel is bounded on the south by a spur of the Southern Pacific Railroad, on the east by the Wilshire Foam Plant and on the west by the Hoyne Industries Division of Royal Crown Cola Company. Carson 3 occupies the western half of the parcel (Figure 1) beginning immediately south of the marker commemorating LAn 98 and extending into and under the railroad tracks. The presence of thick, yellow fill deposits on the surface of the parcel situated south of the spur prevented a determination of the limits of the darker colored cultural deposit (Ramona Loam) in that area. Yellow fill deposits placed on the surface of the 5.95 acre parcel also prevented a determination of the eastern margin of the site. The visible area of Carson 3 is estimated at 2-2-1/2 acres (0.80 - 1.0

hectares) although the cultural deposits may be much more extensive than is indicated by visible evidence.

The 5.95 acre parcel was once included in the northern portion of Struikman's Dairy Ranch referred to in Racer's notes (1939) and discussed above in connection with LAn 98 which lies circa 1/2 kilometer (1/4 mile) to the southeast. Aerial photographs dating to 1941 and earlier (Spence-Fairchild collection) suggest that, following periods of flooding, an arm from the former Dominguez Slough once extended southward from the area of the present San Diego Freeway across 223rd Street in the vicinity of the Lucerne Street intersection and curved around the west side of the site to flow into Watson Lakes just north of the intersection of Sepulveda Boulevard and Wilmington Avenue. During arid periods, however, the channel probably ran dry.

Status: Conditions at this site closely resemble those described for Carson 2 (above) and will only be summarized briefly. The parcel was under cultivation at least from 1936 until the late 1960's after which grading and scarification operations were begun. The degree to which these activities affected the cultural deposits cannot be stated at this time in the absence of test excavation data (permission to investigate the subsurface deposits was denied by Watson Land Company). It is expected that some disturbance of the original context has resulted from deep plowing, grading operations and weed abatement measures (the site had been disked recently at the time of the present survey). However, the deeper portions of the cultural deposit as exposed in the railroad cutting may have excaped damage to a significant extent. This would be especially probable if the deposit extended to depths of 1 meter (3.281 feet) or more. As in the case of Carson 2 above, the portions of the site visible on the surface and below the margins of the fill must be considered as at least partially intact according to information available at this time.

Significance: Carson 3 bears a superficial resemblance to Carson 2 both in size and context but cannot be so easily assigned to a particular occupation date or cultural phase. Chert flakes, heat-fractured rock and fragments of marine shell are scattered over the surface but the site

lacks any noticeable concentrations of these items. It is probable that such concentrations as may have existed have been dispersed as a result of grading and agricultural activities.

Stone tools and retouched or shaped artifacts appeared rarely on the surface of Carson 3. At least six fragments or large stone vessels were observed, representing at least three individual items, along with an edge trimmed artifact with unifacial retouch classified as a scraper. The vessel fragments were mostly found within a circular area roughly 10 meters (32.8 feet) in diameter and represented the only semblance of an artifact concentration or cultural pattern observed. However, the size and thickness of the fragments is such that they could also have been moved around considerably by disking and scarification operations. As an indication of this it should be noted that one bowl fragment was recovered from the surface of the railroad cut near the southeast corner of the parcel at some distance from both the visible edge of the midden and the location of the other fragments.

The stone vessel fragments are too small to give a precise or complete indication of the shape and type of the items they belonged to but the thickness of the pieces and the degree of curvature demonstrates that the vessels were of considerable size and weight. They appear to represent the remains either of large mortars or deep bowls of the type recovered from LAn 98 (see Racer 1939, R. Irwin collection). Some of these vessels measure over 18 inches (59 cms.) in diameter at the mouth and are more than 8 inches (26 cms.) thick at the base, weighing more than 40-50 pounds (88-110 kilograms). Vessels of this size and type are associated with the Canalino Phase of the Native American period.

The lithic material from which the vessel fragments were made is of some interest. Most consisted of the dense dark sandstone or metamorphic rock found locally in the Palos Verdes Hills but one rim fragment was from a bowl made of a yellow/buff colored sandstone (arkosic) not often seen in the area. A second fragment was made of granite of a type found near Pasadena and the San Gabriel foothills. It closely resembles the ballast

rock used in the railroad bed and both may have been derived from the same source (but at different times!). A metate made from much the same material is part of the Watson Land Company collection housed at Cal State College, Dominguez Hills and both specimens indicate trade contacts between the coastal interior areas in prehistoric times.

Non-lithic cultural remains in the midden consisted solely of unworked marine shellfish remains including Pecten sp.(scallop), Tivela sp. (Pismo Clam), Protothaca sp. (clam) and Haliotis sp. (abalone), the last-named being too badly fragmented to identify as to species. Shell fragments were also observed in the yellow fill soils in the eastern half of the parcel. Some were discolored by dark loamy soil and appeared to have been derived from the midden while most contained the fine, yellow, sandy loam (i.e., the fill soil) and were fossilized. The fill appears to be a composite of several soil types, including late Pleistocene beach or littoral deposits imported from areas surrounding the South Bay region, and should not be considered a midden or cultural deposit in the same sense as was the shelly dark loam.

The scientific value of Carson 3 is difficult to determine without data from test excavations. The stone vessel fragments indicate that the topmost deposits date to the Canalino Phase but it is possible that older components are buried at depth below the surface. No attempt was made to obtain C^{14} dates since the original remains on the surface may not be in primary context.

The nature of the site and relationship to LAn 98 1/4 mile (1/2 kilometer) to the south is also problematical. It is very likely that the two cultural deposits are (or were) continuous and formerly represented a single midden. It is also possible that Carson 3 represents only a part of the 600+ year sequence at LAn 98 or that is a distinct and separate site altogether. In the latter case, it should be assigned a separate number in the UCLA survey records; otherwise it should not be identified separately but should be considered an extension of LAn 98.

The distance between the two sites is not a telling factor in support of either hypothesis. Gabrielino wickiups were small structures which were

quickly constructed from reed (tule) mats or thatch on a framework of poles bent and tied together (Kroeber 1953). Wickiups forming a village large or small were not aligned any particular pattern but were closely grouped around a 'yoba' (open air ceremonial enclosure) by clan. The continuous existance of an individual wickiup, based on the experiences of this Consultant with structures in other cultures, might be 5-7 years or less.

Fire was a constant hazard which could occur at any time. The construction of a wickiup was so easy, that it was easier to construct a new one at the same place or in a different area rather than make major repairs on the old one. The Tongva also had a deep awe of and reverence for deceased persons, especially members of one's own clan or family, and were known to move whole villages to escape the attentions of a powerful returning spirit (Coffin 1955, Moriarity 1969). As a result, wickiups could be abandoned or moved at any time for a variety of reasons around a particular site, and the cumulative effect would be to create a midden over a much larger area than was actually occupied at any one time. In the case of Suangna, such a dispersal of the occupants could have been encouraged by factors such as flooding and the switching of river beds as has been known to occur even in recent periods (Reagan 1915 a, b).

It is probable that Carson 3 represents a particular period of the habitation sequence at LAn 98 when a sizeable portion of the village was located slightly north of the present main concentration of the midden. This northward shift would most likely occur during a succession of years with less than average precipitation, as occurred between 1833-1862 and 1889-1912, during which the Dominguez Slough and its outflow channels were greatly reduced in extent (see Reagan 1915b). At such times, the 'cienaga' that existed on three (?four) sides of Suangna would have dried out and expansion of the village would be a possibility.

Although the lack of data on Carson 3 and on the extent and status of its deposits makes an assessment of its scientific value impossible, the site is of great potential significance for two reasons:

i. It may be one of the few portions of LAn 98 which is still largely intact or only minimally disturbed;

ii. The excavation of the site may yield important information on Tongva

settlement patterns as well as support or modify current theories on village structure.

Either of these prospects may be sufficient to make Carson 3 eligible for inclusion in the National Register of Historic Places and it could be so nominated, perhaps in association with LAn 98.

Potential For Preservation: Except for the fact that Carson 3 appears to have been disturbed to a greater degree, the prospects for its preservation are similar to those stated for Carson 2 (above). However, the fact that the site is so close to and may even be a part of LAn 98, which was specifically mentioned as significant in the EIR for Redevelopment Project Area No. 2, much improves the chances that the site will be investigated prior to the construction of surface or subsurface facilities on the parcel. The fact that the Suangna site has been officially declared to be a point of historical interest (LAn 013) provides little protection for either site since LAn 98 is not preserved against destruction or damage by this designation.

In short, there exists at present no reliable mechanism for the conservation of the cultural deposit at Carson 3.

HISPANIC PERIOD CULTURAL HERITAGE RESOURCES (A.D 1770-A.D. 1849)

The Hispanic Period begins in the Carson area with the establishment of the Rancho San Pedro in 1784 and the arrival of Juan Jose Dominguez with his horses and herd of cattle that same year. From that time until the beginning of the American period, the city area served primarily as grazing land for the Dominguez family and its descendants along with other parties and required de facto priviledges to forage and wventually \to settle (e.g., Manuel Gutierrez, Jose Diego Sepulveda, Felipe Talamantes, etc.).

Although contact with the area was established by the priests and soldiers from San Gabriel Mission prior to 1788, the only effects of th is contact were the development of San Pedro Harbor and of the two dirt roads to connect it with the interior. Except for the 'Indian' village(s), there is no evidence of settlement or other major structures existing within the present City

boundaries until after the beginning of the American period (A.D. 1050). For this reason, surviving traces of the Hispanic Period in Carson are virtually non-existant except as map lines and boundaries.

1. Eastern Road From San Pedro Harbor to Los Angeles & San Gabriel Mission Location: Although maps for the Rancho San Pedro area during the late 18th and early 19th centuries are vague and not drawn to scale or from survey data, the accounts of early travellers and the sketches available demonstrate that the eastern road of the two connecting the harbor with the Pueblo closely parallelled the routing of the present Wilmington Avenue as it passed through the Carson area. The closeness of the parallel cannot be determined exactly but both the recorded data and circumstantial evidence strongly suggest a considerable degree of exactitude.

   J. M. Guinn (1900) has described the opening of the harbor to sea traffic and the existance of the two roads which in 1851 became Public Highways (1905), as well as the conditions which determined the route of each. These routes were also noted by travellers through the area (DuHant-Culy 1929, Ludwig 1927, Gillingham 1961) prior to the introduction of stage and railroad transportation.

   The major factor in establishing the roadways was the location and extent of the various lakes and swamps (Cienagas) on the Torrance Plain, which during the Hispanic Period was known as the 'Punta de la Laguna' (Plain of the Lake). From the data it is uncertain which Laguna is being referred to but only two bodies of water existed on the plain which could have been of concern in laying out a road; i.e., Dominguez Slough and Bixby Slough (also called Machano Lake and, recently, Harbor Lake). The location and maximum extent of Dominguez Slough is shown on Map 1 while Bixby Slough is only partially indicated. It should be noted that the former is to be found on most of the older maps of the area and is usually labelled 'Laguna', 'Lake', or even 'Lagoon' (see Figures 6) and as a major feature of the landscape (especially on large scale maps). Bixby Slough does not appear as regularly and is often only partially depicted or else is shown as a marshy area.

Both bodies of water, regardless of how depicted, were sizeable enough to prevent travel through their respective areas, and were positioned so as to permit access to the Harbor area by only two routes. The major and most direct of these (i.e., the 'western road') is described as extending south from the Pueblo (San Pedro Street) through the Gardena area and immediately in front of the adobes of the Sepulveda family (above Gaffey Street), bypassing both Domingues Slough and Bixby Slough on the west (Gillingham 1961, Dana 1840, Guinn 1905, etc.). This road became the principle route used by the 'carretas' (oxcarts) and later (1852) by stagelines (Banning & Alexander, Wells Fargo, etc.) and even by the Pony Express (Guinn 1900, 1905, 1907; Robinson 1954, Cleland 1918, Jackson 1974, Gillingham 1961; see also the Rancho San Pedro partition map 1855). The route also bypassed Dominguez Hill on the west and was forced to pass Palos Verdes Hills on the west upon reaching San Pedro Harbor.

The eastern route is not as well documented although it may have been the more important thoroughfare in supplying the Mission prior to A.D. 1800. The swampy conditions of the Harbor before A.D. 1900 and of Bixby Slough immediately to the north and feeding into the Bay provided only a small strip of dry land from Palos Verdes Peninsula northeastwards through the central part of the future site of Wilmington. The road then angled more sharply northward to pass between the marshes of the Los Angeles River estuary and Watson Lakes on the east and Dominguez Slough on west until it reached the foot of Dominguez Hill. A second road branched off near the west boundary of the Wilmington Tract in 1855 and swung due east to cross the estuary south of Watson Lakes (see Partition Map of 1855).

The route followed northward from the base of the south slope of Dominguez Hill is uncertain. The 'official' route is depicted on the several survey maps for the 1855 partition of the Rancho San Pedro as proceeding up the hill in a north-northeasterly direction and passing west of the homestead of Pedro Dominguez. The latter (no longer existing) was located several hundred meters northwest of Manuel Dominguez' adobe but east of Jose Navario's house. At this point, the road took a more northerly course approximately that of Alameda Street today and close parallelling the bed of

Compton Creek and the future right of way of the Pacific Electric (now Southern Pacific) Railroad. A subdivision map (1866) of the Temple and Gibson Tract (central and southern Compton) shows the road crossing the present-day Wilmington Avenue at the intersection of the boundaries of Ranchos Tajauta (Los Cuevos), San Antonio and San Pedro (intersection of Wilmington and Rosecrans Avenues). A halfway house was located at this point on the west bank of Compton Creek. This agrees with the field notes for the 1856 survey (Gillingham 1961) wherein the north boundary crosses the "Los Angeles to San Pedro" road "57.52 chains" (3,796 feet) from the eagle tree (now at the corner of Poppy and Short Streets in Compton) slightly east of the present Alameda Street.

It is interesting to note that while several small tracks led from Don Manuel's adobe to the Los Angeles river bed and also to the house of his brother, none extended southward along the eastern flank of Dominguez Hill at this time (Hancock & Hansen 1856). Apparently, this was due to the proximity of Compton Creek at that time to the hill which would have made the road impassable during heavy rains and flood. Compton Creek represents a former bed of the Los Angeles River and was the cause of serious flooding near the Dominguez Ranch House as late as the 1930's (Dominguez Water Company archives; Reagan 1915 a & b). However, some type of roadway may have existed at the base of the slope since the battle of Dominguez Hill (1846) was fought on its 'eastern side of the hill'. The commander of the Mexican forces ambushed the American contingent advancing on Los Angeles by placing men along the sides of the road and his cannon piece in the center. The action occurred, according to published accounts (Guinn 1899, Gillingham 1961, Fink 1966), in the vicinity of the Dominguez Ranch House where the Americans had camped.

A realtor's map published ca. 1868-69, while not to scale, shows the whole of the route of the eastern road from San Pedro Harbor to Los Angeles, depicting various features and landmarks along the way (Figure 6). Despite its sketchiness, the data agrees well with that given on the survey maps except that the road is depicted as passing in front of Jose Navario's home several hundred meters northwest of Pedro's house.

In 1882, Manuel Dominguez willed the eastern road to the County of Los Angeles but by this time the road had been straightened out to correspond with the present alignment of Wilmington Avenue. Also, the Los Angeles and San Pedro Railroad track had been installed in 1869-70 down the center of Railroad Avenue (Alameda Street) and at the time of the 1885 partition had become the main road connecting the city with San Pedro Harbor.

Status: Virtually all visible traces of the original roadway have been obliterated by urban development and changes in the landscape. Parts of the route may lie underneath the present Wilmington Avenue but the fact that the earlier roadway was never paved makes the chances of it being discovered very unlikely. The portion of the road extending up the south slope of Dominguez Hill from the intersection of Wilmington Avenue and Del Amo Boulevard was still being shown on maps as late as the 1890's and may have been used for transporting farm equipment or private servicing of the Rancho. Agricultural development of the hilltop and the installation of oil drilling equipment obliterated this last segment after 1920.

Significance: Although the original roadway is gone and probably cannot be recovered by excavation, the evidence indicates that it followed closely the present alignment of Wilmington Avenue. Known at various times as the San Pedro - Los Angeles Road, the County Road and finally as the Los Angeles-Wilmington Road, it was not as much used as the western roadway along Normandie Avenue but served as a major artery for the Rancho San Pedro and Rancho San Antonio in transporting livestock, hay and hides to San Pedro Bay and finished goods from the incoming ships. For many years it was the only way for the families on the Ranchos bordering the west bank of the Los Angeles River to travel to Los Angeles or to reach their neighbors.

In view of the absence of development on the Rancho San Pedro until late in the 19th century, the precursor to the present Wilmington Avenue was the first roadway to be located within the city of Carson. It was probably first established in the 1780's (or before) and has remained in continuous use since that time.

Prospects For Preservation: There is very little chance that the original road still exists in manner that could involve a directed program of preservation at this time. However, in the event that construction or development activities uncover traces of the original route, appropriate measures should be taken to see that such traces or remains are competently investigated and documented and that recoverable artifacts or data are preserved.

2. Rancho Los Palos Verdes Boundary Line

Location: A portion of the grant boundary line separating the Ranchos San Pedro and Los Palos Verdes passes through the southwest corner of the present city of Carson. Beginning at the harbor, the line extended northward along Figueroa Street to Sepulveda Boulevard (See Map 3) and then turned westward to Anita Street and King Harbor (Sausal Redondo) in Redondo Beach.

Status: The boundary line was established by survey following the settlement of the Sepulveda family's claim to the Palos Verdes Peninsula in 1841 and again with the granting of the U.S. Patent for the Rancho in 1853. However, the line was based on arbitrary criteria and on landmarks which have been altered or removed in recent times and the streets cited above are the only tangible traces existing today. The grant boundary is still shown on present day U.S.G.S. topographic maps (Torrance Quadrangle, 1964; Revised 1972).

Significance: The boundary line is of historical value in that it represents the first partition of the original (1784) Dominguez grant. It is significant that a portion of the boundary is demarcated today by Figueroa Street since it was Governor Jose Figueroa who negotiated and signed the arbitration decree of 1834 which was a major step in the establishment of Rancho Los Palos Verdes. The line was utilized in 1854 to locate the southwest corner of the tract purchased by Banning and Wilson for development of the city of Wilmington and remained as the southeastern boundary of Rancho San Pedro through the partition of 1885 and into the first decades of the 20th century. The line passed out of use as the harbor area was developed and as portions of the two ranchos were sold.

Prospects For Preservation: Except for the erection of fences to separate the cattle belonging to the two ranchos, there is no evidence that the boundary was identified by any distinctive or significant features which have survived the passage of time. Since the grant line is demarcated on existing maps and is represented by the rights-of-way of two major thoroughfares there is little chance that the location of the line will be 'lost' or forgotten. At the same time there are no tangible remains to preserve and no special program is required for this purpose.

AMERICAN PERIOD CULTURAL HERITAGE RESOURCES (1850-1976).

In 1850, the area occupied by the present city of Carson was still either swamp or grazing land and was still owned by the Dominguez family. In 1854-55 the sale of the Wilmington and the first partition of the Rancho San Pedro among family members led to the beginnings of the development of the Carson area. By 1870, major portions of the Rancho lands north of Victoria Street had been acquired by persons outside the family who were influencial bankers, realtors and financiers, including P. H. Downing, T. B. Hayes, I. W. Hellman and E. N. McDonald. Some of this land was subdivided and sold during the 1880's for farming and residential development (Gillingham 1961). Much of the land sold to McDonald and Downey are now part of Gardena and the Los Angeles strip but the area between Alondra, Figueroa and Victoria Streets was not affected appreciably at that time. Downey's holdings between the present Main, Victoria and Figueroa Streets & Artesia Boulevard (approximately 504 acres) were subdivided (Lakedale Tract) but development was delayed until after the turn of the century by the collapse of the 'land boom'.

In 1869, Manuel Dominguez established the Dominguez colony. A tract of 2000 acres was subdivided into 40 acre 'blocks' and sold individually. However, sales were slow and by 1885 less than one quarter of the properties had been sold (Gillingham 1961; 1885 partition map). At about the same time, the Rocha property north of Wilmington was also undergoing subdivision and was being sold as farmland. By 1900 this area had become known as the 'German Settlement' and was an established community. The area along the present day Main Street and Avalon Boulevards was being parcelled out in a similar fashion after 1885 (Jerrills 1972).

Following 1910 and the formation of the land companies to manage the holdings of the heirs of Manuel Dominguez and the Dominguez Water Company, the nucleus of the present city of Carson was formed. By 1930, the area was being serviced by utilities and three railroads (Pacific Electric, Southern Pacific and Santa Fe), and contained several oil refineries and six small communities (Jerrills 1972, Gillingham 1965; A. Moyne, Personal Communication). The latter included (See Map 2):

1. Davidson City, developed in 1923 by the Davidson Investment Company from portions of the original Dominguez colony previously being used mainly for truck farming as part of the 160 acre Elftman Ranch (1889-1923). Initial development involved a 40 acre 'block' of lawn situated north of Carson Street and east of Alameda Street (Jerrills 1972, Waters 1948). Today the area, now known as Dominguez, extends eastward to Santa Fe Avenue and northward to Del Amo Boulevard, approximately 2/3 of the area of the original 'colony';
2. Watsonville, located in the vicinity of the former Watson Lakes and Watson Crossing at Alameda Street and along Sepulveda Boulevard. This small community consisted mainly of families of workers employed by the various oil refineries located nearby (Pan American, Associated Oil, Shell Oil, etc.) on land formerly owned and occupied by the Watson and Rocha families. Much of this area is today given over to industrial use.
3. German Settlement/Factory Center, located mainly between Avalon Boulevard and Main Street south of Sepulveda Boulevard on the former Antonio Jacinto Rocha Tract. Subdivision and sale of this land began prior to 1885 and perhaps as early as 1870. By 1900 a small farming community had been established complete with schools, a church (not within the city of Carson) and small commercial enterprises (Jerrills 1972; A. Moine, (Ms.) K. Beck, T. Hilliard personal communications);
4. Keystone, situated along Main Street between Carson and 220th Streets on land developed for farming at the turn of the century. The community itself formally originated in 1922 when the land was subdivided into five acre lots and in subsequent years the town had acquired a lumber yard, feed store, grocery store, hardware store and other commercial establishments (A. Moine, C. Andrews; personal communications). During the

Depression, a small 'town' ('Hooverville') was created at 220th and Figueroa Streets for families unable to obtain work;

5. Nestoria, a small development (ca. 70 acres) located on Main Street north of 213th Street and later known as 'North Keystone'. Originally subdivided by Thomas Nestor, a developer, in 1924, the community extended north and south of East Road (Torrance Boulevard) along Main Street and by 1936 included a restaurant and several stores (A. Moine, personal communication; see 1937 map of Dominguez Estate in Gillingham 1961).
6. Alondra Boulevard, a small rural community including several commercial establishments existed in North Carson between Main and Figueroa Streets prior to 1920. Precise information on the development of this area could not be obtained except that it was situated partly on the former J. G. Downey 504 acre tract and partly on the Downey, Beaudry and Hayward Tract as surveyed in 1881 and that by 1900 the area supported a dozen farms as well as several roads (Main Street, Walnut Street. Figueroa). The roads did not extend south beyond Victoria Street and the north area of Dominguez Slough but connected instead to the Gardena area, indicating that the Alondra Boulevard 'community' was a 'suburb' of the latter. It was not until the 1920's that the Dominguez Slough was sufficiently drained to permit construction of Main Street (Harbor Boulevard) southwards to connect with the Nestoria area.

Each of these communities underwent considerable expansion and change during the 'housing boom' of the post-World War II and today are coalescing to form the nucleus for the city of Carson. Although most of the 'new' areas of the city encourage tract development, the original character and composition of the nuclear areas are still visible today and many of the structures built in the 1920's still are in use. However, a large number of buildings which once served as landmarks to the growing community were destroyed or greatly modified during the post-World War II expansion and later periods. In addition, many of the original features of the landscape, especially the former vegetation and waterways (e.g., Dominguez Slough, Watson Lakes, The Peterson Gum Grove), either no longer exist or lie beneath 10-25 feet of fill and the physical modification of the area is continuing at the present time.

While many structures and features date to the initial period of development of the Carson area, few have been formally documented and little has been done to preserve or protect them from destruction. At the time of this study, no sites or structures within the city of Carson are listed on the National Register or with the California State Historical Landmarks Commission (with the sole exception of the Suangna Indian Village Site [LAn 98]; see above). At present, a total of seven sites in the vicinity of Carson have been designated State landmarks (see above). But none of these are located within the city itself and no properties or resources of historic significance were included in a recent (1975) statewide inventory conducted locally by the Los Angeles County Museum of Natural History.

A check of the holdings and data of the LACMNH, including the Works Progress Administration Survey of 1936-9 and other archival materials, also revealed no listed CHR's for the city of Carson pertaining to any of the periods discussed in this report. The same results were obtained from the files on local history maintained at the Los Angeles City & County Libraries as well as at most of the local universities. The sole exception to the above is the Harbor College Library which contains some data on Carson sites collected by the late Camille Baxter. Local and regional historical societies (e.g., Native Sons & Daughters of the Golden West, San Pedro Bay Historical Society, Los Angeles Cultural Heritage Board, Historical Society of Southern California, etc.) also have access to historical data but very little of it has been documented for the Carson area.

As will be explained below in greater detail, this seeming 'neglect' is due partly to the formal criteria used to judge the historical resources of the area and the fragmented nature of the Carson community. Until recently, most sites have been considered significant if they are identified with historical events or personages of national, state or regional importance. Because of this many old or relict structures or landmarks of interest to a particular locale or community are not considered historically significant and are modified, lost or destroyed unless preserved by the local inhabitants or organizations. In some cases, locally based and oriented groups have been formed within communities (e.g., Pasadena, Los Angeles City, San Pedro) to identify buildings or locations which reflect local events or aesthetic trends. No such group has yet been established for specifically this purpose

for the city of Carson. As will be shown in following sections of this report, an organization of this type with the active support of the City Council and special ordinances can be extremely effective in identifying and preserving surviving traces of local history.

In the course of the present survey of historical resources, the following were identified as significant to the development of the city of Carson during the American Period:

1. The Old German Church

Location: 319 East Lomita Boulevard, on the northwest corner of the Lomita Boulevard-Bayview Avenue intersection (see Map 3). Both the parsonage and the Sunday School building are still standing with the latter to the rear of the former. However, the church itself was torn down ca. 1923 to make way for the present poultry ranch. It formerly stood where the packaging plant and office (A&A Poultry) is today.

Status: Currently occupied by the Richard Schultz family as part of the A & A Poultry Ranch. The former parsonage is in use as a residence and is in good repair. It has undergone some modification in recent years with the enclosing of the front porch and the addition of indoor plumbing facilities (a picture of the building in its earlier state is on file at the Harbor College Library). The Sunday School building itself currently is not occupied and is serving as a storehouse for household items. It also is in good repair at the time of this report and appears to be in its original condition with only slight changes.

Significance: The Sunday School and parsonage date to approximately 1882 when the first minister was installed. Prior to th at time church services had been held at the Congregational College on Lecouvreur Street in Wilmington. The church was the first to be established within the present city limits and it served as the main focus of social and religious life in the German settlement until 1923 when it was sold. It later became part of the A & A Poultry Ranch. Both buildings are excellent examples of religious and secular architectural styles of rural buildings in the South Bay area at the turn of the century.

Prospects For Preservation: At the time of this survey both buildings are in private ownership and being maintained in good repair. However, they are not listed formally with any governmental or private organization

or agency involved in historic preservation, and therefore are subject to sale, modification or even demolition at any time. There is also considerable danger from neighborhood vandalism. The property is located within a half-block of a Junior High School and is on a major thoroughfare. The front windows of the enclosed porch of the parsonage were broken repeatedly by vandals and have been boarded up in recent years. Both the parsonage and the meeting house Sunday School building are wholly constructed of wood and are subject to destruction by fire. As a result, the future preservation of these structions, perhaps the oldest still existing within the city limits, is not assured and there is a need for further measures to be taken on their behalf.

2. Dominguez Water Company

Location: 21718 South Alameda Street on the south side of intersection with Carson Street (See map 3).

Status: The pumping plant and reservoir constructed in 1911 (Gillingham 1961, Grenier 1961) are still in existance but the former has been remodelled following extensive damage caused by the 1933 earthquake (A. Reeves, personal communication). Although the pumping plant has been modernized and strengthened, it still retains the form of the original structure.

Significance: Originally built in 1911 the pumping plant and reservoir were the core elements in a water distribution system that not only permitted irrigation farming on a large scale and the cultivation of a wide range of crops that previously had been limited to river bottom land but also prompted the urbanization of the South Bay area. The original distribution system was composed of unique pipes made from redwood slats due to the shortage of steel in the South Bay area, especially during Work War I. The slats were fit together in a tongue-in-groove fashion by coopers hired for this purpose. These pipes have now been removed from service and many of the slats have been used to panel the reception room of the new office building.

The early development of much of Carson and surrounding areas (i.e., Torrance, Compton) was directly the result of the formation of Dominguez Water Company along with the formation of real estate holding companies

by the Dominguez heirs for the sale and subdivision of large tracts within the Rancho San Pedro. The pumping plant has served as a major landmark of the area for over 65 years.

Prospects For Preservation: Although threatened by large scale flooding and heavily damaged by the 1933 earthquake, the pumping station and reservoir have been greatly strengthened, modernized and protected against future mishaps without extensive change in their original plan and form. The construction of extensive flood control structures to control the flow of the Los Angeles and San Gabriel Rivers and Compton Creek has sharply reduced the danger of flood damage. Modernization of the facilities was recently completed with the construction of the new office building in 1973-74 and no major changes in the pumping plant are presently contemplated (A. Reeves, personal communication). Although the history and signicance of these structures has been well delineated in writings on the Carson area (see Billingham 1961, Jerrills 1972, Grenier 1976), no formal recognition of this has been made by the city and responsibility for the preservation of the plant lies solely in the hands of the Dominguez heirs and the Board of Directors.

3. The Dominguez United Methodist Church

Location: 21503 Prospect Avenue, in the southeast portion of Dominguez (corner of Adams and Prospect Streets; see Map 3).

Status: Originally built in 1929, the church itself was extensively remodeled in 1968 resulting in the removal of the original roof and of the balcony on the south side over the entrance. New stained glass windows also were added to the west wall and the interior of the church was extensively modernized. However, despite the changes the church still retains the basic form and external appearance of the original structure. A social hall was built in 1950 immediately to the south of the church and in 1961 a kitchen and Sunday School room were added. All buildings are in good repair and are being well maintained by the membership. (Data supplied from church files by D. Baker).

Significance: Prior to 1929, church and Sunday School services for Davidson City were conducted first (1924) in a real estate tent and later

(1926) in a house (garage?) in the rear of a lot on Jefferson Street, after which they were transferred to the first Community Hall located on Tyler Street west of Prospect Street (2600 block). At that time the church was incorporated as the Community Methodist Episcopal Church of Davidson City. The property on which the Community Hall stood was sold by the Dominguez Estate Company in 1939 and the building was torn down. Today the site contains a trailer park (Waters, nd; D. Baker, J. Vanie, personal communications).

The present church was constructed from publicly donated funds on the present site in 1929 and was the first to be built in the community of Dominguez (Davidson City). Originally intended as a non-denominational institution, it soon became a Methodist Church and a member of the United Methodist Conference (D. Baker, J. Vanie, personal communications). The sanctuary building itself was reputed to have been designed from generalized plans originally drawn by Frank Lloyd Wright (P. Bleich, Harbor College, personal communication) but data provided from church files do not support this contention, indicating instead that the designer was Reginald Inwood, later a prominent church architect for the Los Angeles area. His father became pastor of the church in 1933 (Temple & McKinney, nd).

The subject building, despite its remodeling, is unique in its architectural style and has served as a focal point for community action for nearly half a century. Structural modifications and the fact that it has not been associated with persons or event who have played a major role in national, statewide or regional history may make the church ineligible for inclusion on the National Register of Historic Places or the list of State Historical Landmarks. However, it has played a major role in the development of the Dominguez Community and has served as a local landmark. In addition, the church has served as the training ground for ministers who have since assumed important positions in the United Methodist Conference in major cities throughout the nation. For these reasons the church has great historical significance to the community of Dominguez and to the present city of Carson.

Prospects For Preservation: Barring damage from a major national catastrophe, the present structure has been upgraded by modernization and alterations to the exterior to the point where it should not be subject to further changes or to hazards such as fire and structural decay. However, it is unfortunate that efforts to upgrade the building have resulted in the loss of some distinguishing architectural features, such as the balcony which formerly overshadowed the entry and which played a role in seasonal festivities.

In general, the church is a recognized and valued landmark for the community and is in little danger at the present time of being demolished or further modified to an appreciable extent.

4. Dominguez Elementary School

Location: 21250 South Santa Fe Avenue in the former community of Dominguez (Davidson City, see Map 3).

Status: The need for increased space and for the structural remodeling of portions damaged in the 1933 earthquake so as to meet present standards have resulted in substantial changes to the original school building. At the time of this study the lower floor of the present school building is all that remains of the structure originally built on the lot. The property itself has also been expanded to encompass a total of 8.8 acres including two lots acquired on Jackson Street to accommodate a pedestrian overpass. The effect of these changes and additions has been to greatly alter the interior and exterior appearance of the school building and facilities through time (J. Vanie, M. Waters, B. Kimball, Ms. A. Kitzerow; personal communications).

Significance: Dominguez School District was first established in 1909 and the first school building was located on the lot located on Tyler and Dominguez Streets near Prospect Street (see Map 2). The building also served as the location of the Dominguez Chamber of Commerce from 1923 to 1929 (M. Waters, nd.) and also as a temporary meeting place for the United Methodist Episcopal Church and Sunday School from 1926-1929 (Temple & McKinney, nd). In 1924, the new school was erected on Lot 3,

Block E, of the former Dominguez Colony and belonging to the Dominguez Estate Company and the former school building became a Community Hall until it was torn down in 1939-40 (Ms. A. Kitzerow, M. Waters; personal communications; Temple & McKinney, nd.).

At the time Dominguez School was first established only one other school existed within be present city boundaries; namely, Lincoln (later Rocha) School located at the southeast corner of Main Street and Sepulveda Boulevard (formerly Rocha Street). Both were established the same year (1909) but the Lincoln School was closed and reopened several time between 1929-1950. Today the school no longer exists and the site is presently occupied by the American Can Company Plant (B. Kimball, Los Angeles Unified Board of Education files). As a result of the final closing of Lincoln (then Rocha) School in 1950 and the removal of the buildings, Dominguez Elementary School is the oldest institution of learning in the city. However, the remaining portions of the original building are surpassed in age by the Carson Street Elementary School which were constructed in 1921 (see below).

In addition to its longevity and historical value, Dominguez Elementary School was attended by several generations of local residents, many of whom are still living in or have ties to the community.

Prospects For Preservation: Most of the original building has undergone modification and modernization to the point that only a portion is now left for preservation and much of this is considerably altered as well.

5. Carson Street Elementary School

Location: 161 East Carson Street, east of the Carson Branch of the Los Angeles County Library at the intersection of Orrick and Carson Streets (see Map 2).

Status: At the time of this survey little data could be obtained regarding the history of the 'old building' which served as the original school and which still stands near the intersection of Orrick and Carson Streets.

Interviews with former students who attended school in that building during the 1920's and 1930's (e.g., Ms. Jean Rayner, Anthony Moine) indicate that the structure has been maintained in its original form without major alteration. This is verified by Los Angeles City Board of Education Records (B. Kimball, personal communication) and by photographs dating to 1928-30. The present building is in good condition and its classrooms are still in service (R. Clark, Vice Principal, personal communication).

Significance: Carson Street Elementary while not as old as Dominguez Elementary is significant for much the same reasons as cited above. It was first constructed in 1927 and was a focal point of the developing communities later to be called Keystone and Nestoria. It was built on 4 acres of land formerly called Boulevard Acres, although at the time Carson Street was little more than a country road extending only as far as Alameda Street (Jerrills 1972· B. Kimball, personal communication; see photograph taken 1927 belonging to Ms. Jean Rayner), and was annexed to the Los Angeles School District in 1929.

Prospects For Preservation: Information available at the time of the survey from the offices of the school itself and from Educational Housing office of the Los Angeles City Board of Education indicates that there are no plans to modify the old school building in the near future.

6. Henri's Lariat

Location: 21922 South Main Street near northeast corner of 220th and Main Street intersection.

Status: One of two remaining buildings, of a commercial 'complex' established on the corner during the early 1920's, Henri's Lariat has been 'modernized' somewhat and has had several rooms added in the rear but has otherwise retained the basic floor plan and exterior of the original structure. However, a stuccoed external surface has replaced the original wood planking of the exterior of the main portion.

Significance: Information on the building and its uses is incomplete and much of it has been obtained from long-time residents of the Keystone area. However, due to the passage of time memories have faded and data concerning the early uses of the building are at present inexact.

According to informants living in the area at the time (G. Schwartz, A. Moine) the building itself was first constructed on farmland circa 1922 by volunteered labor (including Carl Jentsch) as a community hall and was used as such until at least 1929. The hall was used for social purposes and meeting hall for community organizations including the Keystone Boosters Club (Jerrills 1972). According to one source, the building may have also served as a temporary church although this could not be confirmed by the Consultant. Sometime after 1930 the building was closed down for a number of years and was not reoccupied until 1945-6 (A. Moine, personal communication).

Immediately after World War II, the structure was acquired by Mr. Denver Hilliard. Mr. Hilliard had previously owned and operated the Wayside Inn and Gilmore/Red Lion Filling Station located on the southeast corner of 220th and Main Streets but had gone out of business prior to the war and the Inn was torn down. He converted the former Booster Club building into a 'nightclub' called 'Denver's Place' which soon became well known as the local night spot. It also was a periodic meeting place for the newly organized Keystone-Avalon Chamber of Commerce during 1949 (Jerrills 1972). In 1960, Denver's Place was sold to Mr. H. Falce and is today known as 'Henri's Lariat'. It is presently owned by Ms. Darlene Falce.

The building itself is one of the few remaining structures of the early Keystone community and precedes by nearly a decade those constructed by Mr. J. R. Black and J. J. Dunlop during the 1930's. With the exception of Henri's Lariat all the other commercial buildings which occupied the four corners of Main and 220th Street have been demolished to make way for later structures (Keystone Liquor, Wilson Texaco Station, Lupita's Mexican Restaurant, etc.) erected after 1937. In some cases, e.g., Beck's Home Center, the newer post-war structures and businesses have maintained names dating back to that period (e.g., Beck's Home Center). However, both as a community 'center' and as a place of entertainment the building now called Henri's Lariat has served and continues to serve as a landmark for the Carson area and is, therefore, of significance both to local history and as an example of the style of construction practiced in the Carson (Keystone) area during the post-

World War I period.

Prospects For Preservation: According to sources available at the time of this study, there are no present plans to modify or demolish the subject building or to change ownership. However, the building is in private hands and has not previously been included in lists of structures of historical value and, therefore, requiring protective measures. Despite the absence of current threats to its existance, there is a strong possibility that under present conditions the edifice could be extensively altered or even totally demolished as have other former structures (e.g., Day's Market, The Wayside Inn, etc.)

7. First City Hall of Carson

Location: 625 East Carson Street near the Avalon Boulevard intersection and less than an eighth of a mile from the present City Hall.

Status: The house in question has been leased to several tenants since it served as City Hall and has undergone considerable modification. During 1970-1973, it served as a residence and office of Mr. and Mrs. P. Pollack who operate the Carson ambulance service at which time the interior was modernized and somewhat remodelled. The front porch also was enclosed at this time and a portion of the roof which formerly extended over the driveway from the porch was removed (see painting of the building circa 1969-70 by Sandy Moss; reproduced in Jerrills 1972; original hanging in CarsonCity Hall). During the present survey the house was repainted and much of the trees and shrubs were taken out. At the time of this report the house is being offered for sale by Cale Realty.

Significance: The house is of wood frame construction and is a single storey, typical of those build during the pre-World War II period in the Los Angeles area. Data provided by Mr. B. G. Kidwell, a former owner, indicate that the present building was one of two moved onto the original five acre lot on the corner of Carson Street and Avalon prior to 1943 by Mr. Mace, who owned the property conjointly with Mr. James Irvin. Mr. Kidwell acquired the land and the house circa 1944 and maintained it as a residence until it was sold to Dr. C. Houske in 1967. During December of that year the building was made available to the

Dominguez-Carson Citizens Committee For Incorporation (D-C CCI) and became a committee headquarters until incorporation was approved (February 20, 1968). It then served as the first City Hall of the City of Carson until August 20, 1968 when new city offices were established at 22805 South Avalon Boulevard (Jerrills 1972) after which it was again leased as a residence until 1977 when it was vacated pending sale.

Except that the building is one of the few residential structures of the pre-World War II era remaining in the vicinity of the intersection of Avalon Boulevard and Carson Street, its historical value is derived from its period of service as headquarters for the D-CCCI and as temporary City Hall immediately following incorporation.

Prospects For Preservation: Given the rapid rate of development of the area surrounding the building, it is only a matter of time before it is replaced by commercial or community-oriented establishments and at such time the present structure most probably will be torn down.

Sensitive Areas

In addition to the specific cultural heritage resources identified in the preceding sections, the City also still contains numerous structures which, while not historically significant per se, are relics of the early developmental periods and reflect the ethnic and cultural heritage of the region. Their architecture is typical of the period in which they were designed and reflect the character of the community of which they were an integral part. Many are 'tract' or farm houses which date to the 1920's and 1930's and which today appear to be very little modified from their original condition except for the modernization of plumbing and heating facilities. Some of these are still occupied by descendants of the original occupants who have withstood the growth of the settlement into the present city.

A list of these 'relics' would be lengthy and an itemization of each such structure is a task which is beyond the scope of the present study. However, it is feasible to identify certain areas of the City which contain numerous structures of this type and to designate these as 'sensitive areas'.

In addition to structural remains, there also are certain areas of the city which have the potential for yielding information on the Native American inhabitants who preceded the Hispanic explorers and settlers in the region. Although no sites as such have been identified in such areas to date, the on-foot surveys conducted in 1975-76 revealed data or features which indicated that CHRs either have existed or continue to exist there. It is very probable that remnants of sites, partially or wholly intact are likely to be found in the future and planners and developers should be aware of this so that appropriate measures can be implemented to ensure the protection of these resources (see below). Areas which are considered likely to produce CHRs of this type also have been designated as 'sensitive'.

As revealed by the data search and field survey conducted within the City by this Consultant, the following 'sensitive areas' have been identified (Map 5).

Area 1. This includes most of the former community of Keystone dating from circa 1919 and including portions of Nestoria (North Keystone). The area is bounded by 228th Street in the south, Dolores Street to the east, Torrance Boulevard to the north and Figueroa Street to the west (see Maps 2, 3 & 5). Special attention should be paid to Moneta, Main and Dolores Streets between 223rd and Carson Streets since this was the focus of the Keystone Community and one of the first to be subdivided. Many of the houses along the alley extending west from Main Street immediately north of Keystone Liquor Store at 220th Street were constructed by J.R. Black during the early 1930's including the liquor store building itself. Some informants have stated that the house on the northeast corner of the intersection of the alley with Main Street was built and occupied by Mr. Black as his residence. Some residences in the area are so old that they were built before present 'setback' restrictions were in effect and as a result the lots on which they stand extend into the street right-of-way. One example is a house (21823 Moneta) reportedly dating back to the late 1920's which is fronted by large palm trees which prevent the construction of a sidewalk.

Several lots to the south of the residence just described contain structures and items which are relics of the old Keystone Community. One residence located at 21829 Moneta Street, has a wine press which along with the house dates to a time when the fields in back contained vineyards. The neighboring lot contains buildings which served as outbuildings to a farm dating to the same period and which are reported to include a barracks for braceros, an old barn and the remains of a cook-house/winery. Portions of the old boiler and bricks from the original oven still are in existance on the property although the remaining buildings have been remodeled to serve as a plant nursery.

In an area that in 1936 supported nine dairy farms, none remain intact today. However, at least one of the houses, from the Leonards Dairy Farm formerly east of East Road (Torrance Boulevard) is still in existance. The dairy itself was replaced by a landfill project (No. 2; see Map 4) in 1960 but the house was moved to the corner of 211th and Main Street prior to that time.

Portions of the former Nestoria Tract still contain wood frame houses erected by the original occupants although in most instances the latter are no longer in residence. Some of the older tract houses have fallen into disrepair while others have been well maintained or renovated.

The Keystone area is significant since it was one of the nuclei of the city as it formed and provided much of the momentum for incorporation. Several Native American sites also have been recorded in the area (see above; LAn 99, LAn 100). Although no traces of these sites could be found during the survey there is a possibility that portions could still exist at the locations cited and that the area may contain some sites not as yet obscured by fill deposits and landscaping or structures and would therefore not be visible to surface inspection. It would be advisable to have construction or grading projects in the area monitored by a qualified professional archaeologist who could identify such remains and recommend protective measures.

Area 2. The second sensitive area is the portion of the former Dominguez Colony which in 1923-4 was subdivided to become Davidson City and later (1935) the community of Dominguez (Maps 3 & 5) bounded on the south by Carson Street, on the east by Santa Fe Avenue, on the north by Dominguez Street and on the west by Alameda Street, Davidson City was a viable community by 1930 with its own school, church, commercial establishments and Chamber of Commerce. Reminders of this period are numerous, although again many of the original occupants are no longer present, and it was estimated that at least 20% of the present residences pre-date 1935. These can be identified by the fact that they are of wood frame construction with one story, a low peaked roof and a small roofed porch over the entrance. They are usually narrow in front due to the narrowness of the lots (25 x 110 feet). The plan form varied slightly from one house to the next and one later variation including a 'hacienda style' with 'Spanish' features (e.g., 2534 Adams Street; see also photographs in the possession of M. Waters). Generally, the older structures tend to be located in the southern and western portions of the tract while the other areas developed later.

A large proportion of the original houses have been modernized, expanded or extensively remodelled (e.g., the former McKinney House at Jefferson Street and Harbor View Avenue and a recently vacated house at Adams Street and Harbor View Avenue [southwest corner]). One home, at 2767 Jackson Street, was built circa 1938 and served as the first library until it became a residence in 19 .

During the late 1920's and early 1930's, Monroe Street was planned as a commercial thoroughfare and businesses were established along the western half of the 2600 block. However, in 1934 the area was rezoned as a residential and further business development was forestalled. Maciel's (formerly Burrance's) Market is all that remains of the original commercial development and is still operating at the time of this report. Other businesses were replaced by houses or as in the case of Doc's Variety Store, by community service

organizations (Dominguez Bible Chapel).

Like the Keystone area Davidson City/Dominguez was one of the first cohesive communities to form in the city and it provided much of the impetus of the movement towards incorporation. It still retains much of the atmosphere and appearance of the earlier period, although many of the businesses along Carson and Alameda Streets have fallen into disrepair. It is also the only community within the city to have adopted the name and heritage of the Dominguez family and the Rancho San Pedro.

Area 3. The third area is more diffuse than 1 & 2 and is more difficult to identify in terms of specific boundaries or tracts. It encompasses the area between Victoria Street. Avalon Boulevard and the northern and eastern city limits (see Map 5). As stated above, this part of Carson contained mostly farms except for Alondra Boulevard until industrialized and commercialized during the post-World War II period. Despite this recent and rapid development, some farms continue to exist interspersed between industrial plants, storehouses and outlets, and several still possess residences and structures dating to the pre-1930 period.

One such farm is located near the northwest corner of Walnut Street and Broadway at the point where Walnut turns to the southwest (South Gardena Tract, Lot 9, Map Book 43, page 39). The 'farmhouse' is a two-story, wood frame house with gabled roof. Records and data relating to its construction could not be located during the present study but topographic and land use maps for the period 1900-1936 indicate the presence of a structure at that location prior to 1919 (see Map 2). It could not be determined if the present structures date to that period but the investigation is continuing and the prospects for acquiring supplemental data are reasonably good.

A second example, although dating to a slightly later period, is the Larronde farm located north and west of the Victoria Street-Avalon Boulevard intersection (see Maps 2 & 3). The farm is

bisected by a branching arm of the Dominguez Slough and also contains the Carson 1 Site (see above, Native American CHR section).

The land was purchased in 1926 by John Larronde and ten years later contained a farmhouse and two out buildings. In 1933, an oil exploration lease was purchased by Union Oil Company which eventually established at least three wells on the property. At Larronde's death, the property was divided between the two godchildren and each share was held in trust. The property is currently in the process of being sold for development as a trailer park.

Although the farm has not been in use since 1970 and many of the buildings have fallen into disrepair, it still provides a good model for a working dairy farm in the Carson area. The residence is a one-story wood-frame house with peaked roof and a porch extending across the front as well as an enclosed porch in back. It has been on that location for more than 50 years according to map and aerial photo information. To the south and west nearer to the bank of the slough arm there are three out-buildings (two in fair repair) including a storage shed and a large, concrete-floored milking barn. Adjacent to the latter are the remains of a picturesque octagonal, 2-story windmill/water pump also constructed of wood. Several other structures are also present including a 2-stage cattle/sheep loading ramp and a large wood platform which represents either the remains of a large storage barn or portion of an uncompleted building. A 'three-hole' out-house with 'modern' fixtures is located immediately to the rear (west end) of the platform and a collapsed shed adjoins the northwest corner.

All the intact buildings contain debris and broken furniture and have suffered from vandalism. The residence and windmill have suffered the most and the former has been scavenged to the point of having its brick fireplace removed. It had been occupied by migrants as late as 1975-6 but is now deserted except for the

presence of an out-of-state hunter and his trailer. A large grove of Eucalyptus which once enclosed all the out-buildings except the milking barn has recently been greatly depleted, probably for use as firewood.

Area 3 is significant not only for the remains of one of the few farms dating to the pre-World War II era but also for the fact that portions of the land itself are still in their original state (having been used for pasture and not agriculture. The stream that bisects the Larronde property from southwest to northeast is one of the last remaining portions of the Dominguez Slough which was a major feature of the local landscape and which today abounds with wildlife and plants. Other arms of the Slough extended northward from the farm and also through the area between Main and Figueroa Streets. Most of these streams have been channelized or filled in and one of the arms now lies beneath the right-of-way for Broadway (see Maps 2 & 3).

The fact that some of Area 3 is still in its 'original' state raises the possibility that additional Native American sites, in part or in whole, may still exist there. As noted earlier in this report, the margins of the slough and its inflowing streams contained 'dozens' of sites which were observable during the 1930's and 1940's. Many of these were described as small (e.g., LAn 88, LAn 99) but would today be valuable indicators of economic and cultural behavior patterns. [It should be noted that the same early observers would have classified Carson 1 as 'small' although it has a potential for yielding major cultural information]. Some of these sites may still be partly or wholly intact even in areas which have been built up or covered with uncompacted fill and special consideration should be given to the areas bordering Main Street, Broadway and Figueroa Street south of Walnut. Only 75% of the land surface could be inspected visually during the survey (see survey map accompanying this report) and portions had to be excluded (including the farm at Walnut and Broadway) because the owner could not be contacted for permission to enter the property. It is important, therefore, that such areas be examined prior to issuing permits or approving

actions that would encourage or allow their modification. Such investigation should be required as part of the environmental documentation for such actions.

Area 4. This encompasses the area extending from Annalee Avenue on the west to the eastern boundary of the city on the east and from Del Amo Boulevard to Dominguez Street on the south.

As reported above, this area lies at the base of the south slope of Dominguez Hill, adjacent to and including the flood plain of both the Los Angeles River and Compton Creek (see Maps 3 & 5). Two Native American sites (LAn 389, LAn 390 were formerly located on the bluff overlooking the Alameda Street-Del Amo Boulevard intersection but have recently been destroyed by grading operations (Eggers 1973, 1974). Two other sites (LAn 695, LAn 696) also were located east of the Los Angeles River Flood Control Channel adjacent to Area 4, one of which was reported to have contained burials. This lends credance to reports of a burial site found but never recorded on the Shell Chemical Company property on Wilmington Boulevard (see above). For these reasons plus the fact that it could not be surveyed during the current study, this property has been flagged as sensitive and detailed surveys should be carried out before projects which would modify or disturb the existing land surface.

Remains of a potential site were also observed on a parcel located south of Del Amo Boulevard (2400 block) and immediately west of Fordyce Avenue adjacent to Pic 'n Save Variety Store. Fragments of marine shell including Chione, Pelten, Ostrea and Tivela were observed on the surface to a depth of one meter and in the sides of a drainage ditch cut into the native soil. A Native American artifact, namely a chalcedony flake, also was recovered in the shell area. Although much of the parcel was covered with dumped debris and dense grass the artifact and shell remains were all located within an 800 square meter area in the center portion.

The fact that these items were recovered does not in itself prove the existance of a site. Scatters of marine shell were noted throughout Area 4 in the open fields bordering Dominguez and Alameda Streets but all except the above lacked any trace of lithic cultural remains. It is this fact plus the cohesiveness and relative density of the shell that are the best indicators that more cultural remains are to be found on the parcel if and when subsurface tests are conducted. Such tests should precede the approval of development plans or the issuance of any construction or grading permits for the property or any further disturbance of the native soil occurs.

It should be noted that, according to a billboard advertisement, the subject parcel is presently being offered for sale by Majestic Realty.

Area 5. Portions of Redevelopment Area Number 2, specifically those including the undeveloped lots containing CArson 2 (a & b), Carson 3 & LAn 98. These CHRs are located in the area bounded on the north by 223rd Street on the east by Wilmington Boulevard, on the south by 236th Street and on the west by Bonita Street and its southward extension.

At present, only surface surveys have been conducted on the undeveloped lots in this area and there is a distinct possibility that subsurface cultural deposits may exist which have not yet been detected or which have been covered over by fill deposits. All trenching or grading operations in this portion of Redevelopment Area No. 2 should be carefully monitored by an observer capable of recognizing and evaluating native American CHRs.

V. RECOMMENDATIONS ON CHR POLICY AND CONSERVATION

In order to preserve, manage and perhaps restore its cultural heritage resources in an effective, productive way, it is important that the city be aware of actions and alternatives that are presently available or which could be established on a local level. In this section, this consultant intends briefly to set out existing laws, guidelines and sources of information or assestance which could be tapped to establish the basis and implementing force for an effective CHR conservation program. Recommendations will also be made as to the types of policies and measures the city shows exist and the ways in which they could be implemented.

It should be noted that in the discussion to follow, all references pertain to measures enacted as of December 31, 1976 unless otherwise stated. Some enacted measures had not been implemented as of that date where others had been implemented for only a short time. Although the listing is extensive, it is not exclusive and measures may exist in governmental codes or laws which could be applied to CHRs but which are outside of the expertise of this consultant; however, the data presented is sufficiently complete to permit city personnel to research and locate other sources of aid that would be appropriate to a particular situation.

A. EXISTING POLICIES AND GUIDELINES FOR CULTURAL HERITAGE RESOURCES

1. Federal Laws, Policies and Guidelines

Although most apply to land or property owner or controlled by the Federal Government, they also in many cases apply to projects or transactions in which the government takes an active partnership or plays an indirect role (e.g., guaranteeing a loan, rendering assessments, etc.). Some laws are reasonably old but have been recently ammended and strengthened; others have appeared only in the last ten years and are in the process of refinement and clarification. However, the interest in the recent Bicentennial Celebrations, the increasingly active concern for conservation of natural resources and the environment, and the need for establish ing guidelines for planned and orderly urban growth have contributed a major concern for the conservation of CHRs at all levels

of the federal bureauocracy and has provided for the fudning of protective actions.

Major Federal Policies, Guidelines and Laws affecting CHRs include the following:

a. The Federal Antiquities Act of 1906 (P.L. 59-209:34 Stat. 225). Prohibits the disturbance of historic (including Native American) resources located on lands owned or controlled by the Federal Government without a permit from the responsible government agency. Also establishes conditions for conducting research or CHR expansion in Federal Laws.

b. The Historic Sites Act of 1935 (P.L. 74-593: 49 Stat. 666). Provides for the edentification, preservation and management of buildings and sites of "national, historical and archaeological significance." It provides for the development of an educational program and service for the collection and dissemination to the public of information as to the significance and value of such resources. It also encourages active research and documentation of CHRs and establishes procedures to restore, memorialize, protect, manage or acquire CHRs. It further established an advisory board on national parks, historic sites, buildings and monuments to administer these provisions through the Department of Interior and the National Park Services.

c. Charter for National Trust for Historic Preservation (P.L. 81-408: 63 Stat. 927). Establishes and funds the National Trust for Historic Preservation (NTHP) in order to promote the conservation of Cultural Heritage Resources. Implements P.L. 74-593, section 2 (d-j).

d. The Historic Preservation Act of 1966 (P.O. 89-665: 80 Stat. 915). Expands and further defines the 1935 act by establishing a Historic Properties Preservation Program including (i) A National Register of Historic Places and (ii) procedures for providing money for establishing statewide historic surveys and plans for preservation of significant sites through matching

grants-in-aid to the National Trust for Historic Preservation and/or through state agencies. Sites could qualify if they are deemed "significant in American history, architecture, archaeology (or) culture." Also, the head of any federal agency "having direct or indirect jurisdiction over a proposed federal or federally assisted undertaking" is required to determine the effect of such project on sites included in or eligible for inclusion in the National Register of Historic Places. The law further establishes an Advisory Council on Historic Preservation to advise on matters related to historic preservation, to encourage cooperation between the NTHP and governmental and private agencies, and to aid in preparing appropriate laws and guidelines for CHR conservation. (See l, m. below).

e. Preservation of Historical and Archaeological Data at Dam Sites (P.L. 86-523 74(Stat.220). Provides for the appropriation of federal funds for the identification, removal and/or preservation of any area to be affected by the construction of a dam, flood-water facility or reservoir and related structures.

f. Executive Order 11593; Protection and Enhancement of The Cultural Environment (May 13, 1971). Directs all federal agencies to locate, identify and inventory all CHRs "under their control" and to establish procedures for "preserving, restoring or maintaining" them for future generations. It furthermore directs the Secretary of The Interior to play an active role in coordinating and implementing such procedures and to make determinations of properties eligible for preservation.

g. National Environmental Protection Act of 1969 (P.L. 91-190: 83 Stat. 852). Establishes national environmental policy in which "Historical and Cultural Aspects of our National Heritage" are specifically cited (Section 101 b, 4). Provides for the evaluation of impacts of proposed projects to such resources and the exploration of all measures for mitigating or avoiding adverse effects. (Section 102). Also establishes the Council

on Environmental Quality (CEQ) to oversee the implementation of NEPA and to document the effectiveness of the Act.

h. Archaeological and Historical Preservation Act of 1974 (P.L. 93-291: 88 Stat. 174). Amends and enlarges the scope of P.L. 86-523 (see above) by providing up to 1% of construction funds appropriated for federal or federally assisted projects for tax identification, recovery and preservation of CHRs adversely affected by such projects. Also provides the Secretary of the Interior with authority to initiate survey and cause to be conducted survey and recovery operations, to compensate persons, agencies or associations for damages or losses resulting from such actions, and to permit when necessary expenditures in excess of stated limits for survey and/or recovery operations.

i. Tax Reform Act of 1976 (Section 2124). Provides numerous incentives to encourage the preservation of CHRs, including amortization of expenditures for the rehabilitation of designated historic properties, deductions for contributions of historical property to charitable organizations for conservation purposes. The Act also disallows deductions for the demolition of certified historic structures as well as accelerated depreciations for properties erected on sites previously occupied by such structures.

j. Public Buildings Cooperative Uses Act of 1976 (Implementation Guidelines set for 1977) Directs administrator of the General Services Administrations (GSA) to utilize, where feasible, "buildings of historic, architectural or cultural significance" for the housing of federal offices. Such structures may include but are not limited to those eligible to be listed on the National Register.

k. Coastal Zone Management Act of 1976 Establishes grant funding procedures for the protection and management of public coastal areas of environmental, recreational, historical, aesthetic, ecological or cultural value. Supplements the California Coastal Act of 1976 (See below).

l. Rail Transportation Act of 1976 (P.L. 94-555: Stat.). Similar to Public Buildings cooperative Uses Act of 1976 (above) except that it provides for use of historical structures to house rail facilities.

m. Land and Water Conservation Fund Act of 1976 (P.L. 94-422). Amends P.L. 89-665 (see 1, d. above) to establish an Historical Preservation Fund in the U. S. Treasury and increases the federal share for matching grants to 70% for eligible projects.

n. Housing Authorization Act of 1976 Directs HUD to allocate Section 8 funds in accordance with Block Grant Communities' Housing Assistance Plans, which include activities such as surveys of CHRS, development of historic preservation or easement programs, studies of regulatory or protective ordinances, and the acquisition, rehabilitation or disposition of historical properties.
Note: There are many HUD programs which can be directed to CHR conservation (see below

The above listing of existing Federal laws covers those which are regulatory in nature or which establish or amend guidelines or procedures for locating, evaluating, protecting or managing CHRs. However, there also exist a number of Federal or federally assisted programs and services which can be used to fund CHR surveys or preservation measures. These will be listed in a subsequent section of this report (see Section on 'funding') and should be consulted in regard to the preparation of civic programs and grant applications. Other existing statutes not applicable to the Carson area are omitted (e.g., BLM Programs) here.

2. State Laws, Policies and Guidelines

California statutes and codes relating to CHRs are less extensive than the Federal statutes, are much less direct in their application and are more difficult to implement or enforce. Attempts to upgrade state policies and laws in recent years have met with failure or the resulting statutes have been weakened or compromised. One bill to establish a State Archaeological Survey (A.B. 1788) was passed by both branches of the State Legislature in 1971 only to be

vetoed by then Governor Reagan. Recently, a set of policies recommended for the preservation of coastal CHRs after extensive study by the Regional and Statewide Coastal Zone Commissions was drastically reduced in last minute negotiations preceding the adoption of the California Coastal Act of 1976 (see below). The Policies (Nos. 151 & 152) originally proposed in the California Coastal Plan (December 1975) were comparable to those of the National Coastal Zone Management Act of 1976 (see above). However, recent amendments to the California Environmental Quality Act have strengthened it considerably as regards CHRs. Additonal laws and actions taken during the 1975-76 session of the Legislature have laid the groundwork for future protective measures to be enacted.

Existing State laws, codes and guidelines include the following:

a) California Public Resources Code, Division 5 (Parks & Monuments), Chapter 1, Article 1, Section 5001.5(c). Provides the purposes for which a state park may be established including the preservation of outstanding cultural (including historical and archaeological) 'values' whether located on land or under water.

b) CPR Code (Cont.), Article 1, Sect. 5001.5(e) Defines historical and archaeological resources and describes types of facilities that may be constructed or permitted on or near CHRs in park areas.

c) CPR Code (Cont.), Articles 2 & 3, Sections 5020-5033. Established the State Historical Landmarks Advisory Commission and defines powers and nature of duties, including the evaluation recording and marking of qualified CHRs of statewide or regional interest. Also identifies certain CHRs (e.g., Governor's Mansion, Donner Party Trail) for which special actions are required.

d) CPR Code (Cont.), Division 5, Chapter 1.6, Sections 5096.1 - 5096-28; Cameron-Unruh Beach, Park, Recreation & Historical Facilities Bond Act of 1964 Authorized issuance and sale of bonds for acquisition of land for parks and to provide grants to counties and/or cities for such acquisition and/or development. Such parks may be established to include archaeological and historical resources.

e) CPR Code (Cont.), Division 5, Chapter 1.68, Sections 5096.111 - 5096.131. Established the State Coastal Conservancy (see Coastal Act of 1976 below) to include historical resources and directs cities, counties and districts to exercise 'constant vigilance' to see that existing historical and recreational preserves or parks 'are not lost to other uses'. It also urges the acquisition of additional lands and authorizes the sale of $288,000,000 worth of bonds to facilitate such acquisitions, effective January 1, 1977). The priorities for acquisition are also established and all counties and cities are directed to consult in order to draw up a priorty plan for the expenditure of county-by-county allocations of the fund. Specific statements dealing with existing deficiencies in preserving historical resources must be included in each plan submitted.

f) CPR Code (Cont.), Division 5, Chapter 1.70, Sections 5097-5097.6. Establishes procedures for identifying and preserving CHRs prior to commencing the construction of any major public works project on any state lands. Designates the Department of Parks and Recreation to review all such plans and to conduct CHR surveys in the project areas. The Department can also recommend procedures for recording, excavating or preserving CHRs located in such areas. The code also designates penalties for the willful destruction or damaging of CHRs as specified in Section 5097.5 and which are located on Public Land by any person except by permission of the controlling public agency.

g) CPR Code (Cont.), Division 5, Chapter 1.75, Sections 5097.9-5097.97; Native American Historical, Cultural & Sacred Sites. Prohibits interference with Native American religious practices or the inflicting of 'severe or irreparable damage to any Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine located on public property except as such property is located within city and/or county limits and is in excess of 100 acres. CEQA requirements also are exempted. The code establishes a Native American Heritage Commission appointed by the Governor to inventory such sites,

to recommend means to encourage the preservation of sites on private land and to bring court actions to penalize persons violating this code. Penalties for such violations are described in 5097.97, including the issuance of a court injunction against desacratory acts.

h) CPR Code (Cont.), Division 5, Chapter 2, Sections 5101-5109 (Article 1); Monuments to California Pioneers. Establishes procedures for accepting monies for the erection of a monument to California pioneers, or for levying taxes for this purpose.

i) CPR Code (Cont.), Division 5, Chapter 2, Article 2, Section 5161; Sale or Exchange of Public Lands Within Limits of an Historical Monument Area. Stipulates that land containing or identified as an historical monument and owned by a city and/or county, or the state may be sold or exchanged only when it is determined that such a transaction will facilitate the development of the monument.

j) CPR Code (Cont.), Chapter 6, Section 25527; Power Facility & Site Certification. Requires that the Public Utilities Commission give the greatest consideration to need for protecting unique and irreplaceable archaeological and historical sites before certifying the location of new facilities.

k) California Penal Code, Title 14, Part 1, Sections 622.5 & 19; Injury, etc., to Objects of Archaeological or Historical Interest. Prohibits any person not the owner thereof from willfully injuring, disfiguring, defacing or destroying CHRs wherever located, and establishes such acts as misdemeanors.

l) California Administrative Code, Title 14, Section 4306-9; Division of Beaches and Parks. Prohibits the disturbance, removal or destruction of features of caves, monuments or CHRs located on any property of the state park system without the permission of the department director.

m) California Public Resources Code, Division 13, Sections 21000-21176; California Environmental Quality Act declares that it is the policy of the state to "develop and maintain a high-quality environment now and in the future and to... protect, rehabilitate and enhance the environmental quality of the state" including the enjoyment of aesthetic, natural, scenic and historic environmental qualities..." (Section 21001, a & b). Requires that all projects requiring the approval of public agencies should be avaluated for individual or cumulative adverse effects to environmental qualities of the project area and should establish means for mitigating or avoiding such effects prior to issuing approvals or permits.

n) California Administrative Code, Title 14, Division 6, Chapter 3, Sections 15000-15180; Guidelines For Implementation of the California Environmental Quality Act of 1970 (as amended 9/30/76). Establishes the form and procedure for evaluating the significant adverse effects of a proposed project on the environmental quality of the project area. Requires a "mandatory finding of significance" when the project "has the potential to...eliminate important examples of the major periods of California History or Prehistory "(Section 15082[a]). It also provides that the Initial Study shall be upgraded to identify the potential adverse effects of a project and to propse effective mitigation measures.

o) CPR Code (Cont.), Division 20, Sections 3000-30900; The California Coastal Act of 1976. Establishes a California Coastal Commission and six regional commissions to assure the preservation, protection and public access to portions of the California coastline. Requires "reasonable mitigation measures" where "development would adversely impact CHRs as identified in the California Coastline and Recreation Plan or by the State Historic Preservation Officer" (Section 30244). Applies to areas within 1000 yards of the mean high tide line except in certain instances when it extends inland to the first major ridgeline or 5 miles, whichever is less (Section 30103).

p) CPR Code (Cont.), Division 21, Sections 31000-31400; State Coastal Conservancy. Establishes coastal conservancy to apply for grants and solicit funds for acquisition, restoration and maintenance of coastal zone and to otherwise implement aspects of the coastal act of 1976. Charges the Department of Parks & Recreation to ensure that CHR sites designated in certified local coastal plans or programs are reserved and ultimately used for such public purposes.

q) California Penal Code, Title 14, Section 623; Destruction of Caves. Prohibits willful destruction or disfigurement of CHRs located in caves on public parks or on private land without the prior consent of the owner.

r) Marks - Historical Rehabilitation Act of 1976 (SB 2128). Provides for the issuance of bonds and notes by a city and/or county or redevelopment agency to finance the rehabilitation of historical sites. Requires the adoption by ordinance or resolution of a historical rehabilitation financing program to establish criteria for the selection of eligible CHRs or areas and for standards for carrying out restoration.

s) California Public Resources Code, Division 6, Sections 6320-6378; Development of State Lands. Requires that the State Lands Commission be responsible for inventorying state school, tide and submerged lands and for identifying those possessing or containing significant CHRs of statewide interest. Requires the commission to adopt such regulations as would assure permanent protection of CHRs on these lands.

t) California History Plan. Established in 1972 on the recommendation of the Cultural Heritage Task Force for the purpose of inventorying CHRs in the state and to set forth proposals for their study and conservation. Two proposals (Nos. 23 & 24) recommended that all county and city governments enact ordinances and establish advisory boards to inventory and preserve local CHRs.

u) California Government Code, Section 65303; Historical Preservation Element. Amends the regulations governing the contents of general plans to provide for the writing of an historical preservation element. Such an element would provide for the "identification, establishment and protection of sites and structures of architectural, historical, archaeological, or cultural significance" and would include a program for implementing CHR conservation policies.

v) California Government Code, Sections 25373 & 37361; Historic Districts. Permits cities and counties to establish historic districts and to regulate land use within such districts. However, set limits on the nature and scope of such regulations and standards and their applications.

w) California Administrative Code (Title 24) Part 8; Building Code Adjustments For Historic Structures. Establishes a commission to set up alternative codes for historic structures owned by the State. Section 18954 permits city or county building departments to apply alternate building regulations when developed by State agencies (as permitted by Section 104[j] of the Universal Building Code) for "repairs, alterations and additions necessary for the preservation, rehabilitation, moving or continued use of a historical structure." See pp. 36-38 of Historic Preservation Element Guidelines for a more detailed discussion of the application and scope of these adjustments. Enacted by SB 927 (Mills; 1976).

x) Amendment of Article XIII, Section 8 of the State Constitution. Originally passed without a dissenting vote by both houses of the Legislature and later approved by the voters in the election primary of June 1976 (Proposition 7), the amendment permits historically significant property to be defined by the Legislature as being enforceably restricted in its use and, therefore, taxable at a lower value. This would promote the preservation of historical structures by reducing the property taxes paid on them and making it less attractive for the owners to demolish them in favor of constructing newer buildings whose use is more

consistent with the tax valuation. See also Sections 50280-50289 of the California Government Code.

3. Regional and Local CHR Preservation Measures

City and County governments as well as private organizations and associations have become increasingly active in Southern California in establishing means for identifying, restoring and preserving CHRs within a particular region or community. At present there are more than 45 historical societies and associations in Los Angeles County and some cities possess several. However, action on the local governmental level has been slow and mixed and is in many cases ineffective. In certain instances, attempts to form a governmental agency responsible for conserving CHRs or to pass ordinances and regulations preventing the destruction of sites have been defeated by pressure and special interest groups (e.g., Huntington Beach) while in parts of the County existing state and regional regulations have been ignored and poorly enforced.

In recent years an increasing number of counties have adopted resolutions and ordinances promoting CHR conservation. Some are proving to be extremely effective (e.g., Mendocino, San Diego, San Luis Obispo, Santa Cruz, and Marin Counties) while others are not. A number of counties, including Los Angeles, have yet to recognize the need for such measures.

However, incorporated towns and cities in Orange and Los Angeles Counties have taken the initiative to establish their own CHR regulations and guidelines and some have met with considerable success. Most of these have been established by a combination of ordinances, resolutions and amendments to general plans. In some cases they have emulated Federal guidelines and laws or have responded to the

need for conservation measures in order to receive government grants for redevelopment, water treatment, housing or recreation programs.

The approaches taken or attempted in each city or county have varied greatly. In some cases, citizen advisory groups have been formed to oversee the inventorying of CHRs and to recommend measures for the protection of the data (e.g., Santa Cruz, Mendocino County, Irvine). In other instances, specific departments within the local governmental bureauocracy have been expanded to carry out these tasks (e.g., San Diego, Santa Barbara, Simi). In several instances, limited ordinances have been effected which control some potentially destructive activities but fail to address some of the larger issues such as rehabilitation and reconstruction of CHRs, or the carrying out of master surveys of incorporated areas. However, it is an unfortunate fact that despite the urging of state and federal agencies, the majority of cities in Los Angeles County do not have a cohesive policy for CHR conservation and the tasks of identification and preservation is left to concerned citizens and organizations.

Examples of some enacted ordinances and conservation elements have been attached to this report (Appendix IV) to illustrate various approaches described above. Reference should be made to these before considering proposals for the city of Carson.

A brief summary of actions taken by other cities in Southern California includes:

a) Huntington Beach: The city contracted for an archaeological survey and inventory of the municipal area and attempted to pass an antiquities ordinance which would have amended the Municipal Code in order to restrict grading and excavation activities in the vicinity of known resources, require special use permits for reconnaissance-type surveys and archaeological excavations, establish procedures for protecting CHRs discovered during construction operations and set legal processes and penalties for handling violations (see Appendix IV). The ordinance failed passage through the City Council in 1974 due to opposition from development-oriented groups and the Chamber of Commerce.

b) City of Irvine. The situation in Irvine somewhat parallels that of Carson since both cities originally were contained in large private land grants (i.e., The Irvine Ranch and Rancho San Pedro) the remaining segments of which are still owned by holding companies (i.e., The Irvine Company, Carson Estates Company, Watson Land Company). The present city of Irvine maintains close ties with the Irvine Company which is rapidly developing its holdings for residential use. However, in spite of (or rather because of) this, the city was one of the first to develop a cohesive CHR policy and to establish guidelines for CHR management, all of which was done with the active participation of The Irvine Company.

Examination of the attached copy of the Historical, Archaeological and Paleontological Policy (Appendix IV) shows that it is set up to closely reflect the goals and procedures used for CEQA with a stress both on site preservation and on advance planning to incorporate CHRs into parks and recreation areas or to find means of utilizing historic buildings. These policies and objectives are monitored by an advisory committee (HAP) in which knowledgeable citizens, representatives of developers and commercial interests, and city staff are directly involved.

An unusual feature of Irvine's policy is the fact that it contains a specific formula for sharing the costs of archaeological salvage excavations between the developer/project sponsor and the city or other responsible public agency.

c) City of Thousand Oaks. This city is an example of those which have chosen to establish policy by ordinance, in this instance by rewriting the grading ordinance. Since grading operations almost always precede other types of construction activities, such an ordinance could be used to prevent site destruction in cases where the CHRs of the city are known, are few in number and will not require extensive management. However, in order to be effective, the adopted grading ordinance would require a diligent and knowledgeable planning director and a detailed, updated general plan with a comprehensive conservation element. It is notable that the ordinance glosses

over such matters as integrating CHR preservation with community and recreational development projects or rehabilitating historic structures, and is lacking in goals or value statements which would establish planning objectives.

d) Rancho Palos Verdes. Since RPV is a new city and has been incorporated for only five years, it has had the advantage of establishing its goals and objectives in concert with the development of federal and state environmental conservation measures. It also was able to base its General Plan on a relatively detailed and complete resources inventory which was useful in focussing on the positive as well as the negative (e.g., hazards, areas of excessive density, loss of aesthetic properties, etc.) aspects of the community.

Although CHRs were dealt with in a superficial manner in the resource inventory and no field studies were carried out at that time, the Planning Department went to some length to research the (then) existing approaches to CHR conservation. The final result has been to rely mainly on CEQA guidelines and procedures to identify and evaluate CHRs while also enforcing the implementation of the objectives of the General Plan. The city has not yet written an Historical Preservation Element, although the abundance of existing CHRs within the Peninsula would make such an element both desirable and useful, but it has included a Cultural Resources Overlay in the zoning ordinance. The Overlay zone areas have been identified based on the location of known sites and sensitive areas as of 1974, and the Planning Department now routinely requires a detailed, on-site CHR survey of all proposed project areas within the zone.

e) Pasadena. Although at the time this survey was being carried out, the City of Pasadena was still in the process of formulating policies and ordinances regarding CHRs, it had already possessed a very knowledgeable Planning Department and citizenry which for a long time had been actively involved in CHR preservation and management. The city has established a Cultural Heritage Commission (one of only three cities in the County to do so) and also possesses several concerned Historical Societies (e.g., The Pasadena Historical Society,

San Marino Historical Society), The Southwest Indian Museum, The Huntington Library and Museum and numerous designated historic structures, most of which are privately maintained. As of 1976, more than a dozen sites had been included in the National Register of Historic Places.

Recently, various members of the Planning Department directly participated in the preparation of the State Historic Preservation Element Guidelines (November 1976) and were also preparing such an element for inclusion in the city's own General Plan. It is expected that new ordinances relating to CHR protection will also be enacted in the near future.

f) City of Los Angeles. At present, the city is in the process of researching and preparing an archaeological, paleontological and historical preservation and management program and the City Council has had a first reading of a report recommending specific actions in this regard (Holt 1976). The Council has already adopted a conservation element for the General Plan which sets as objectives the identification and conservation of 'worthy' CHRs, the education of the public as to their 'intrinsic' value and the scientific recovery of CHRs where preservation is not possible.

In 1962 the city passed an ordinance (No. 121971) creating the Cultural Heritage Board for the purpose of advising and assisting the Municipal Arts Commission in the preservation of structures, buildings and sites of historical and cultural significance. The city Planning Department also requested from the Society For California Archaeology a map of archaeological sites within its boundaries for use in preparing environmental documents. However, the Planners misunderstood the nature of the data and were not able to use it effectively so that it was withdrawn in 1976

A copy of recommendations for a CHR Management Program is attached to this report (Appendix IV). It proposes the creation of a CHR Management Commission composed of CHR experts and planners which would then be subdivided into specific advisory committees. The latter

would provide expertise needed to identify and designate local landmarks, create historic districts and establish policies, guidelines and regulations which would be accomplished by the full Commission. The Committees also would review permit applications for private and city projects.

At present these proposals have not been acted upon and their future is uncertain. This is reflected by the fact that one such advisory committee to the Los Angeles Department of Parks has been in existance for three years yet has never in that time been called to a departmental meeting or given any matters upon which to advise. However, the Cultural Heritage Board (CHB) has been effective in salvaging and restoring historical buildings, especially those reflecting architectural styles of the 19th and early 20th centuries (Heritage Park). In addition, Los Angeles is headquarters for several active and respected historical socieites, including the Historical Society For Southern California and the Pacific Palisades Historical Society, and other groups which have similar interests (e.g., The Junior League of Los Angeles) as well as several museums (Los Angeles County Museum of Natural History, Lummis House) major universities and colleges which are involved in local research (UCLA, CSU Northridge, CSU Los Angeles Harbor College). Yet until there is a central guiding governmental force in the form of a well defined, active policy, a historical preservation element and some centralized, inclusive coordinating croup able to tap local, state and national funds, much of Los Angeles' heritage will be lost or only partly reconstructed.

Outside of the Southern California region numerous cities across the country have developed ordinances or CHR management programs which have been effectively used to protect local resources as well as to gain public support and attract funding grants. Examples of those which have been particularly effective or which served as models for similar actions elsewhere (Port Townsend, Washington; Savannah, Georgia; Charleston, South Carolina) have been included in Appendix IV in order to demonstrate the range and various degrees of complexity of such programs.

4. Existing Policies & Programs For the City of Carson

At present, the City of Carson lacks a locally oriented, coordinated CHR management policy or program with which to work. The General Plan, at the time the data research for this project was carried out, did not make reference to such policies and no formal procedures or ordinances exist for the Departments of Public Works, Community Development or Parks for the maintenance or protection of CHRs. The City possesses a State College and is in the vicinity of other similar institutions which contain scholars and students interested in local research. There are also citizens who belong to groups and associations which are interested in local and regional history (e.g., Native Sons & Daughters of the Golden West, Carson Women's Club, etc.) and there are locally oriented groups outside the City in the nearby areas of San Pedro, Long Beach and Compton which have been active in protecting and restoring landmarks and sites.

The City presently contains three major archaeological sites, one of which has been designated as a point of local historical interest (LAn-013) and numerous structures which have served or continue to serve as local landmarks. Many of these have been adversely affected by changes in the area in recent decades and are not protected against further changes in the future. Even official designation as landmarks and points of interest or inclusion in the National Register is not sufficient to protect and maintain these resources.

B. Proposals for a CHR Program for the City of Carson

Memory of the early stages of the City of Carson is still alive but is fading rapidly. In the course of gathering data for this report, the Consultant became aware of the presence of a great source of information about the past which exists in the recollections of longtime residents. However, it was extremely difficult within the constraints of this project to gather all the information available. It was noted, also, that informants were finding it difficult to recall the Keystone period during the 1920's and 1930's, and that the number of persons who had a direct involvement in that period was diminishing.

It was further noted that many of the long time residents of older areas of Carson, especially of the Keystone and Dominguez areas, expressed a deep, personal interest in their community and were very aware of their heritage. Many showed an interest in the present project and stated the hope that more would be done with the City's history. Many stated that they possessed photographs and other relics of the earlier periods which could be made available for historical research.

In order to tap these resources and to protect and preserve both the CHRs identified in this report and those which may be discovered in the future, the following actions are recommended:

1. Establish a Formal Policy For CHR Management. Steps should be taken in the immediate future to institute formal policies and programs for the protection, preservation and/or rehabilitation of CHRs within the City which reflect its history and development. As can be seen from data presented in preceding sections, there are several alternative methods by which this can be accomplished and the final selection is left to the City staff and residents to decide. Actions that would be effective towards this end would include:

   a) Addition of an Historical Preservation Element to the General Plan. Many cities and counties (including Los Angeles County) either have prepared or are considering the preparation of an amendment to their General Plan in the form of an Historical Preservation Element as permitted by Section I, 65303 of the California Government Code (see above). The purposes of such an element and guidelines for its construction are presented in detail in a recent publication of the State Resources Department (Historic Preservation Guidelines) and will not be described in this report. However, it should be noted that such an element would serve as a basic statement of the value of the community's heritage as well as of the types of ordinances, policies and programwhich are necessary if preservation is to be effective. The element also should provide direction and objectives for future planning of city growth and the development of recreational and public facilities.

b) Establishment of Formal Controls. To date most cities have sought to protect CHRs by amending certain codes or by conditioning permits issued for grading and construction, efforts that have been only partially effective. It is proposed, therefore, that the City Council consider the creation of a single CHR ordinance which would carry out the following actions:

i) Amend Sections of The Municipal Code Pertaining to Project Grading to require special consideration and review of application for grading permits in sensitive areas or within a specified distance (e.g., 100 feet) of a known CHR. The ordinance could stipulate that a special use permit is issued for all such projects which would require close, expert monitoring of grading activities. It would also set out the procedure to be followed in the event that a previously unknown CHR is discovered in the project area or a known CHR is damaged.

ii) Amend Sections of The Municipal Code Pertaining to Zoning to require a special review of all applications for zone changes in the vicinity (e.g., one block radius) of a known CHR or within a sensitive area. Such a review would give detailed consideration to the effect(s) of such changes on present status of the CHR(s) in question and on its prospects for future management. The code could be amended further to permit the establishment of a Scientific/Cultural Resource Overlay or classification which would apply to all CHRs and sensitive areas and which would place restrictions on the types of construction or land surface modifications permitted within them or in close proximity.

iii) Amend Sections of The Municipal Code Pertaining To Standards For Remodeling or Rehabilitating Existing Structures to incorporate state and federal provisions for buildings and structures of historic or aesthetic value where use is restricted. Special standards could be established for structures which were not to be used as residences or as offices in order to reduce the costs of historical restoration.

iv) Establish a CHR Review Board or Committee to monitor the effectiveness of a CHR Management/Preservation Program in all its aspects and to advise the City and interested parties on all matters pertaining to CHR protection. Such a committee could be appointed by the City Council and would meet on a regular basis with a minimum 2-3 times a year. It would consist of a member of the Community Development Planning Staff, at least one qualified representative of the scientific community knowledgeable and interested in the history of the area, at least one representative of a local historical society or group involved with the Carson area, a representative of a community service organization or group, a representative of the County Library, a representative of the business community or the Industrial Council, and at least one a citizen at large. Such a committee might also be charged with planning and organizing community-oriented celebrations of the City's heritage and for this purpose, as well as to insure a reflection of all aspects of the community, it is recommended that the Board be representative of the various ethnic groups residing in Carson.

The Review Board could also be requested to oversee the establishment of a program for rehabilitating historical structures or portions of the City which are representative of one of the early communities. Such a program could also be combined with other projects to redevelop or improve blighted or commercially oriented areas (see below).

2. Include CHR Management Programs in Development or Improvement Projects

Recent changes in State and Federal laws have been made to encourage CHR preservation and management as part of community improvement programs and funds are available through such programs for the rehabilitation and even the acquisition of historic properties through matching grants or insured loans. The list of such programs is too lengthy to discuss in detail in this report but a brief summary of sources is attached instead as an Appendix (see Appendix V). Such funds should be used in conjunction with those obtained locally.

3. Include CHRs and Sensitive Areas in Parks and Open Space. Parks and recreation programs also are eligible for grants to preserve CHRs (see Appendix V), especially through recent changes to the Land and Water Conservation Fund Act (P.L. 94-422) in which funds from mineral leases on public land and offshore areas are put into a Historic Preservation Fund. Other sources include the State Department of Parks and Recreation which because of recent legislation is providing grants-in-aid and matching funds to support local programs.

   CHRs could also be put into open space or preserves within the city and funds are available from State and Federal agencies for this purpose. The City could consider inclusion of sites in agricultural preserves or zones in such a way as to minimize disturbance to subsurface deposits.

4. Promote a Public Awareness of the City's Heritage. Every effort should be made by elected or appointed persons, agencies and departments of the City to inform the inhabitants of their heritage and to promote an increased awareness of its value to the community. Exhibits of photographs, relics and memorabilia in public buildings and libraries and public celebrations of historically significant events should be encouraged (e.g., Battle of Dominguez Hills, Ranchero Days).

5. Enforce Strict Compliance With Current Environmental Laws. Virtually all of the current laws and codes dealing with the environment as a whole (e.g., CEQA, Coastal Act, NEPA) recognize CHRs as environmental resources which must be protected and preserved. In the past, damage and destruction of Carson's historical sites has occurred through a lack of understanding of these laws and a lack of awareness of their applicability. Every effort should be made to see that existing regulations are complied with before projects are approved.

6. Establish Interim Guidelines & Procedures for Protecting & Conserving Identified CHRs & Sensitive Areas. Until permanent and detailed policies, guidelines and procedures are established, the city should direct that the Office of Community Development be charged with the responsibility for ensuring that existing CHRs are not endangered by programs

or actions proposed or approved during the interim. The Director of Community Planning should be asked to designate an appropriate and knowledeable member of his staff to become familiar with the nature and location of CHRs and sensitive areas withinthe city and to review applications for permits, zoning changes and all internally or externally, originated actions, programs or proposals, whether from a private citizen or institution or a public agency or institution, for aspects which might have a potentially adverse effect on these resources. Such a staff person would be asked to comment on all environmental documents prepared or reviewed by the City acting as either a Lead or Responsible Agency. Such person would have access to all pertinent maps and documents relative to the location and nature of the City's CHRs and would be responsible for their maintenance and annual updating. In addition, the designated person should also be responsible for monitoring all projects or actions which had been conditioned with regard to CHRs or which required mitigation measures to ensure the protection and conservation of such resources to see that such conditions and measures are respected by all parties involved.

7. Establish Penalties for Failure to Observe Interim/Permanent Guidelines for CHR Conservation. Once permanent ordinances, policies and guidelines have been established they should include penalties for persons, agencies, groups or institutions failing to observe them. In cases where such measures have been created by local, regional or state governments, infractions generally are considered misdemeanors when committed by an individual and are punishable by fine and/or imprisonment. However, this may not be sufficient penalty in cases where corporations, institutions, agencies or groups are involved. It is proposed, therefore, that, in such instances, the violator be fined the dollar amount equal to the cost of the total excavation and recovery of the CHR or any portion thereof which is knowlingly or willfully damaged or destroyed by said actions; such costs to be determined by information supplied by at least two qualified sources

not involved directly or indirectly with the project or with any concerned public or private agencies, and which would not be recipients of such funds. Fines so levied could then be put into a public fund established exclusively for the rehabilitation or management or acquisition of CHRs within the City's jurisdiction, or for some other public service.

During the interim period prior to the enactment of penalties or statutes, it is recommended that the City withhold approvals for the projects that do not appropriately provide for the protection of known or potentially existing CHRs. The City should also establish procedures for protecting CHRs discovered within a project area during grading or construction activities in order to ensure that appropriate evaluative and mitigation measures are carried out before work is resumed in the immediate vicinity (e.g., within 100 feet of the resource). No penalties shall be inflicted in this case upon the persons, agencies or corporations responsible for the partial damaging or destruction of a CHR provided that its existance was not known prior to the commencement of work, that its discovery was reported at the earliest possible time and that all work in the vicinity of the resource was halted until appropriate mitigation measures, if needed, have been completed. A condition outlining the above procedure should be included in all permits for grading and/or construction projects located partly or wholly within a specified distance (e.g., 100 feet) of a known or recorded CHR, within sensitive areas and within previously undeveloped portions of the City.

NOTE: In cases where work must be delayed or rescheduled on a project as a result of the discovery of a CHR within or immediately adjacent to the project area, the costs of such delays in many instances may be borne by State and/or Federal agencies which are directly or indirectly involved (see above and Appendix V). The City might consider sharing such costs, as a public service, in cases where other sources of funding (State, Federal or private) are not available, and might establish a local fund for this purpose. Orange County is presently

considering a measure whereby a formula for the amount to be contributed by the County could be determined and percentages of property taxes, and/or development, grading permit or building permit fees could be applied to the establishment of a fund for the purpose (Draft 1976, pp. 34-36).

8. Seek Determinations of Eligibility of Certain CHRs for the National Register of Historic Places. In the opinion of this Consultant Archaeological Sites Carson 1 and 2 may qualify for inclusion in the National Register of Historic Places and should be so nominated. Carson 3 also might qualify but more data is needed in order to make a determination. Of the structures described in the text, the parsonage and meeting house of the Old German Church would seem to be a likely nominee for the Register and should be proposed for inclusion. All of these CHRs also could be nominated as Points of Local Historical Interest to the State Historic Landmarks Commission.

   NOTE: Inclusion of these CHRs in National or State Registries will not be effective in preserving them unless supported by local ordinance and action programs.

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Mr. Arthur L. Reeves, Dominguez Water Company
Mr. Robert Brown, Carson Estate Company
Mr. Michael Genewick, Watson Land Company
Mr. Richard Gunnarson, City of Carson Community Development Department
Mr. Jack E. Jerrills
Dr. R. C. Gillingham, PhD.
Dr. Judd Grenier, California State College Dominguez Hills
Dr. David Cady, California State College Dominguez Hills
Dr. J. Robert Stinson, California State College Dominguez Hills
Dr. Frederick Reinman, California State
Dr. Hal Eberhart,
Dr. William Wallace, Professor Emeritus, University of Southern California
Dr. Keith Dixon, California State University, Long Beach
Father Patrick McPolin, Dominguez Seminary
Father F. Bossi, Dominguez Seminary
Mrs. Bernice Johnston, Southwest Museum, Pasadena
Mr. Keither Foster, Curator, Rancho Los Cerritos
Mrs. Roberta Nichols, Former Curator, Rancho Los Cerritos
Mr. William Evans, Santa Monica College
Ms. Pamela Bleich, Harbor College
Mr. Thomas Sitton, Los Angeles County Museum of Natural History
Dr. Charles Rozaire, Los Angeles County Museum of Natural History
Mr. William Mason, Los Angeles County Museum of Natural History
Mr. Ira Alexander, Los Angeles County Historian
Mr. Thomas F. King, Office of Archaeological and Historical Preservation, Washington, D.C.
Mr. Raymond Ristic, Los Angeles County Regional Planning Department
Mr. Lawrence Charness, Los Angeles County Regional Planning Department, Land Use Division
Mr. Lawrence Derr, Los Angeles County Regional Planning Department, Mapping Section
Mr. George Marr, Los Angeles County Regional Planning Department, Historical Census Data

Persons Consulted (Cont'd.)

Mr. Gary Hartley, Los Angeles County Regional Planning Department, Flood Control District
Mr. Robert Perrin, Los Angeles County Regional Planning Department,
Mr. William Goodfellow, Los Angeles County Regional Planning Department, Road Department
Mr. Kenneth Harvey, Los Angeles County Engineers, Engineering Services
Mr. Shim Iguchi, Los Angeles County
Mr. Richard Harrell, Los Angeles County Dairy Inspector
Mr. Matthews, Los Angeles County Recorders Office
Mr. William Seidel, State Historical Preservation Office, Sacramento
Mr. Gene Itogawa, State Historical Preservation Office, Sacramento
Dr. Knox Mellon, State Historical Preservation Office, Sacramento
Mr. William Caughey, Regional Coastal Zone Commission Office, Long Beach
Mr. William Sugaya, National Trust for Historic Preservation, Western Regional Office, San Francisco
Ms. Nancy Woodward, Office of Assemblywoman Ryan, Redondo Beach
Dr. Wiseley, Los Angeles County Coroner's Office
Ms. Yee, Los Angeles County Sheriffs Department, Firestone Station
Lieutenant Elliot, Los Angeles County Sheriffs Department, Homicide Office
Mr. Brian Kimball, Los Angeles Unified Board of Education, Office of Educational Housing
Ms. Elena Welch, Coordinator, Los Angeles City Cultural Heritage Board
Mr. Roger Holt, Deputy City Attorney, Los Angeles
Mr. John Merritt, Community Planning Department, City of Pasadena
Mr. Robert Caso, Planning Department, City of Long Beach
Ms. Dolores Nariman, Librarian, Title Insurance & Trust Company
Mr. Randolph Carr, Former General Attorney, Southern Pacific Transportation Company
Mr. Francis Carr
Mr. Robert Pence, Society For California Awchaeology
Mr. Keith Reynolds, Environmental Consultant
Mr. Charles Irwin, Archaeologist
Mr. C. M. Crawford, Dominguez Estate Co.
Reverend Paul C. Estebo, Dominguez United Methodist Church

Persons Consulted (Cont'd.)

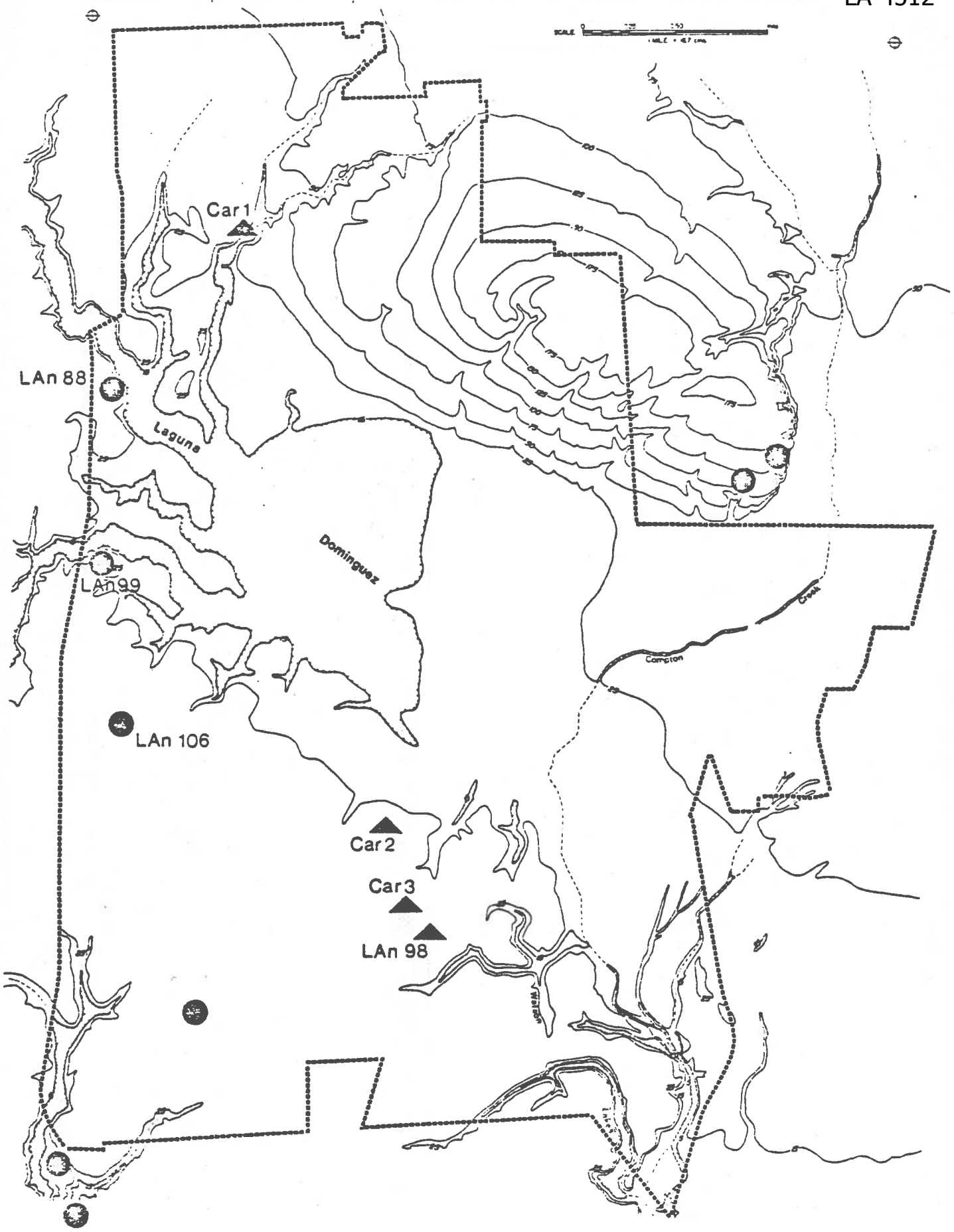
Reverend Jesse Davison, First Christian Church, Dominguez
Reverend Gary Van Boening, Glendale
Reverend Robert Kessler, Long Beach
Ms. Pauline Ellis, Long Beach
Mr. William R. Denton, Library, Southern California School of Theology, Claremont College
Mr. Roger Underwood, Relocation Department, Shell Oil Company
Mr. Burl Freeman, Ultramar Refinery, Carson
Mr. James Brummet, Union Oil Pumping Facility, Dominguez Hills
Ms. Thelma Strelitz
Mr. Arsenio Gonzalez
Mr. Manuel Gonzalez
Ms. Gertrude Schwartz
Ms. Marguerite Waters
Mr. William Salyers
Ms. Dorothy Baker
Ms. Wallace
Mr. Harry Toy
Mr. Maas Nakaoka
Ms. Keith Beck
Mr. Denver Hilliard
Mr. Anthony Moine
Mr. Joseph Vanie
Mr. L. Stump
Ms. Kathy Michael, Dominguez Elementary School
Ms. A. Kitzerow, Dominguez Elementary School
Ms. Jean Rayner, PTA, Carson Street Elementary School
Ms. Tillie Lawson
Ms. Joyce McKinney
Mr. Richard Schultz
Mr. John Sevier
Mr. Joseph Cote

Persons Consulted (Cont'd.)

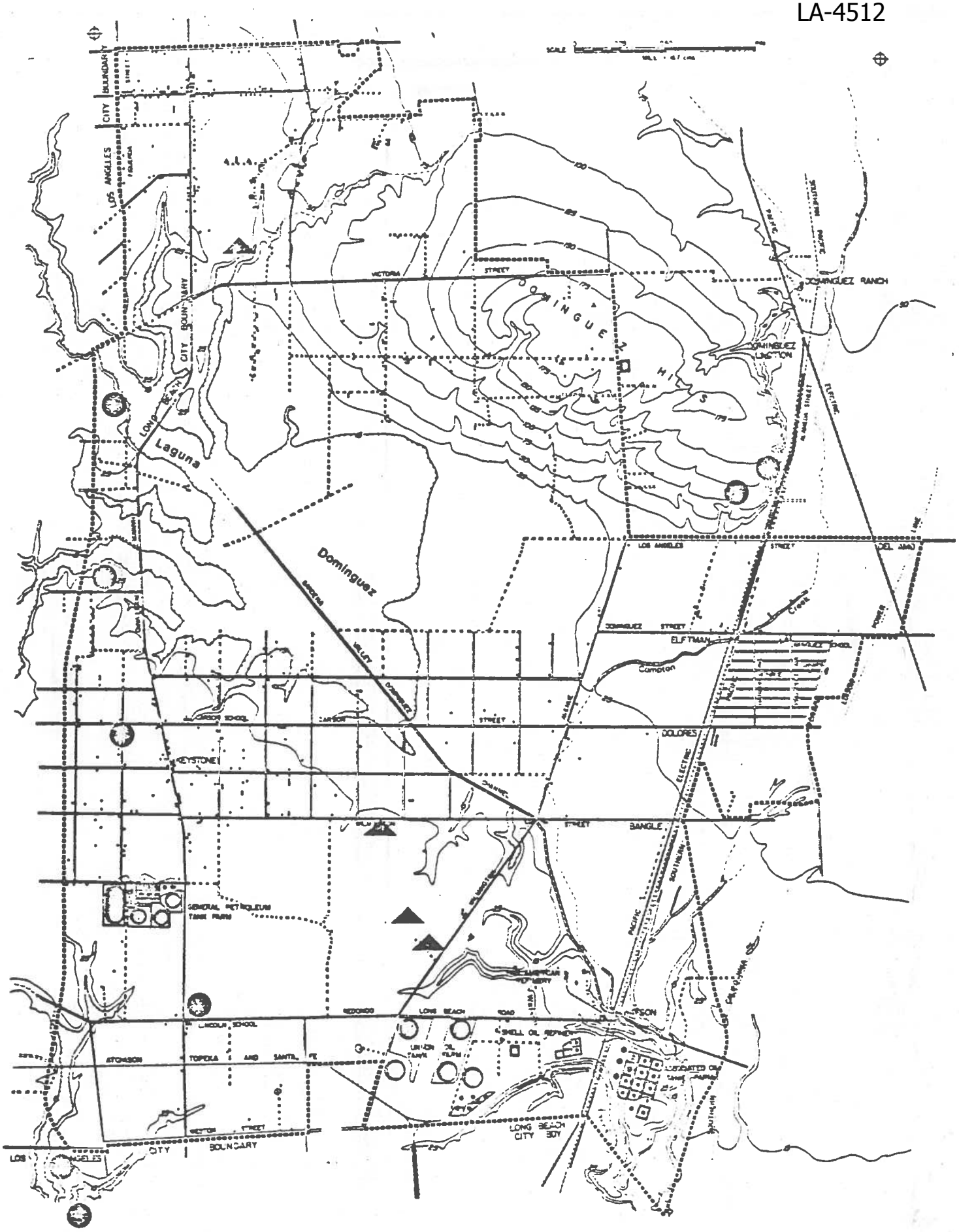
Ms. Lucy Brimer
Mr. B. E. Kidwell
Dr. C. Houske
Mr. Cale
Mr. Gilbert Scrivens
Mr. Cy Andrews
Mr. William Snudden
Ms. Darlene Falce
Ms. A. Elliott

Personnel:

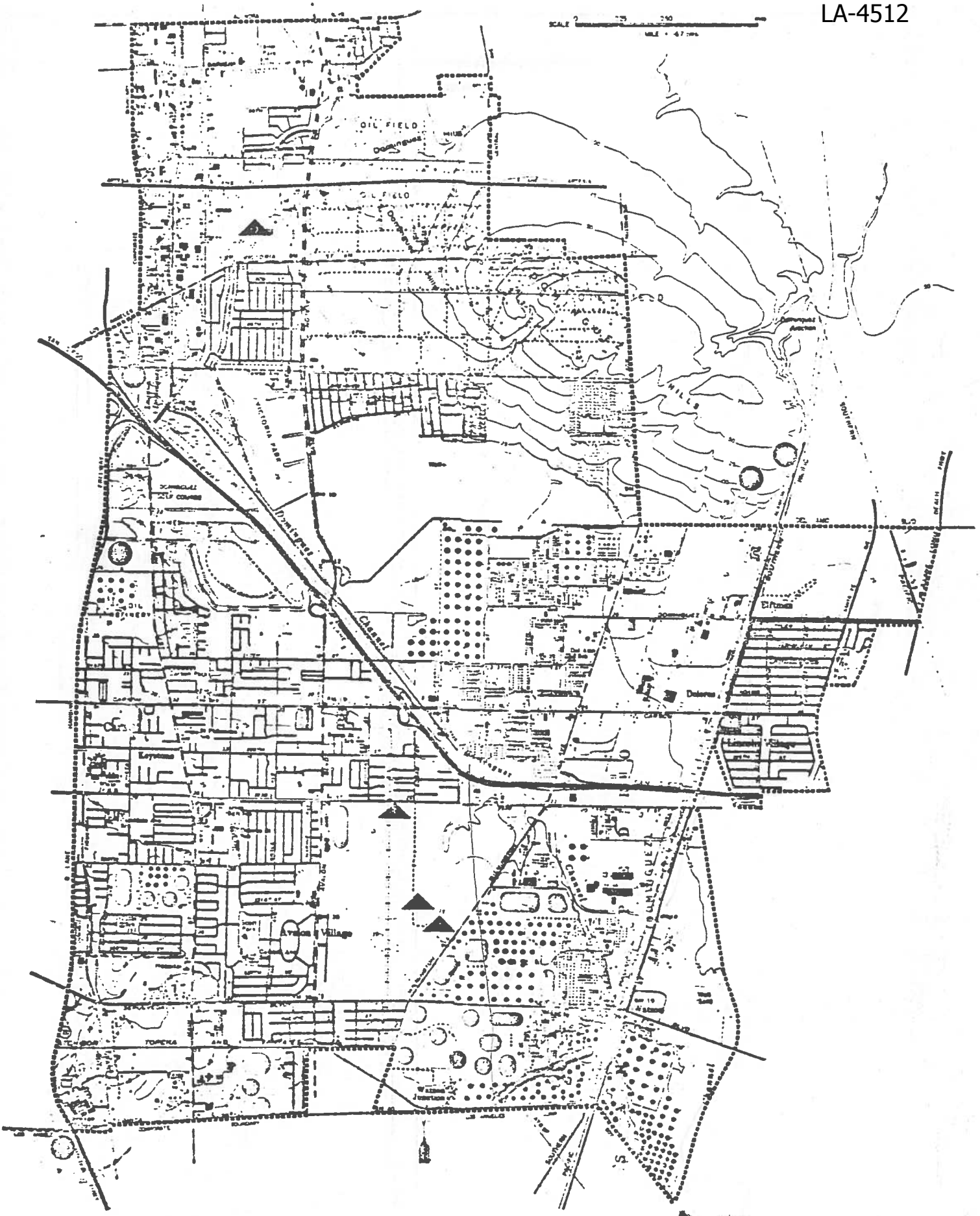
Jr. Jack Hunter, Project Assistant
Mr. Terrence Schuster, Survey/Field Crew-Person
Mr. Nick Moore, Research/Field Crew Person
Mr. Brian Feuer, Research/Field Crew Person
Ms. Mary Brown, Survey/Field Crew Person
Mr. Roger Brookes, Researcher
Ms. Rosalyn Brookes, Cartographer
Ms. Barbara Jahn, Typist



Map 1. Topographic Features of Carson (1900) Showing Existing (▲) and Unlocatable (◌) Native American Sites.

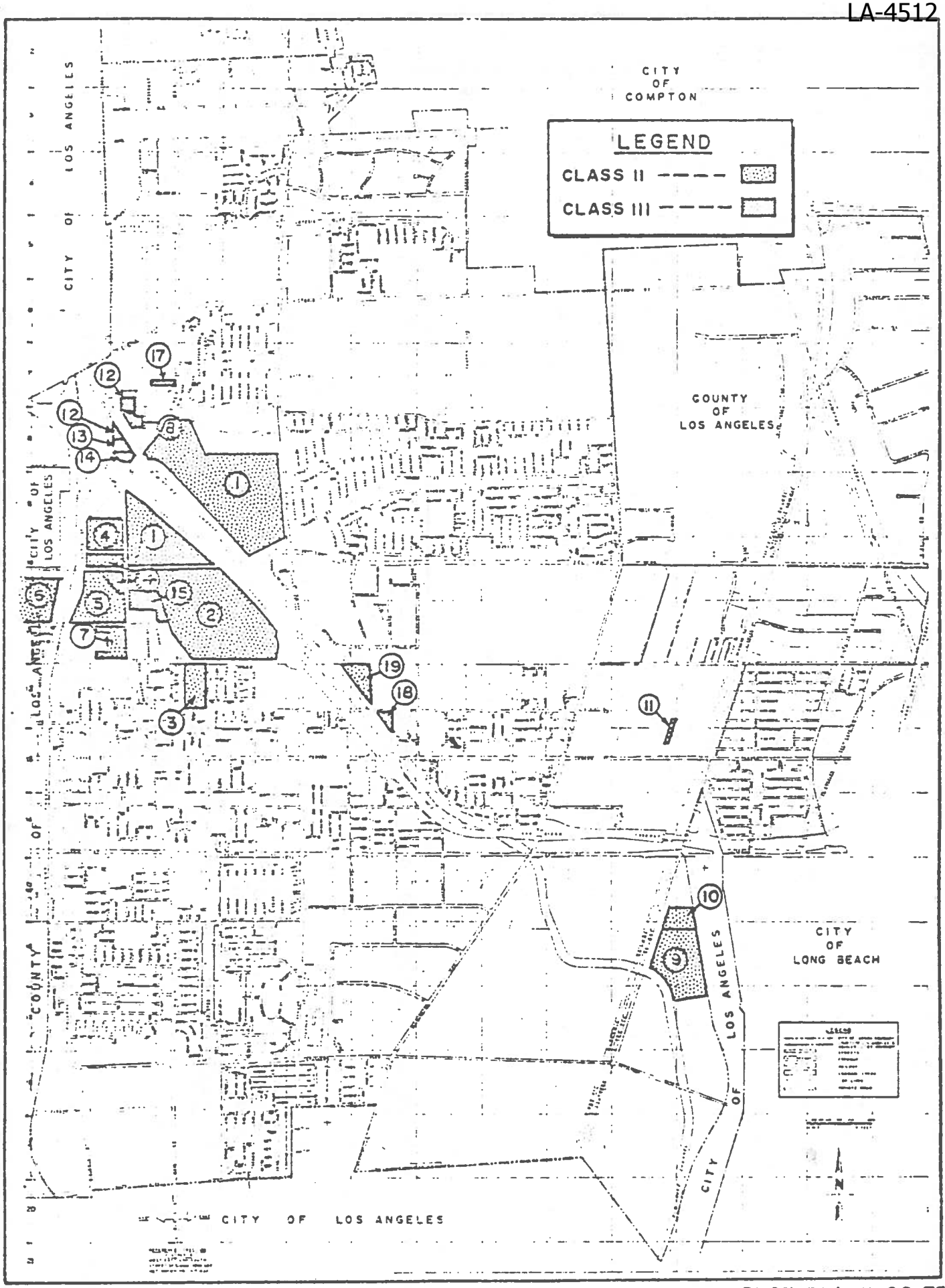


Map 2. Carson Area Circa 1925-1930.



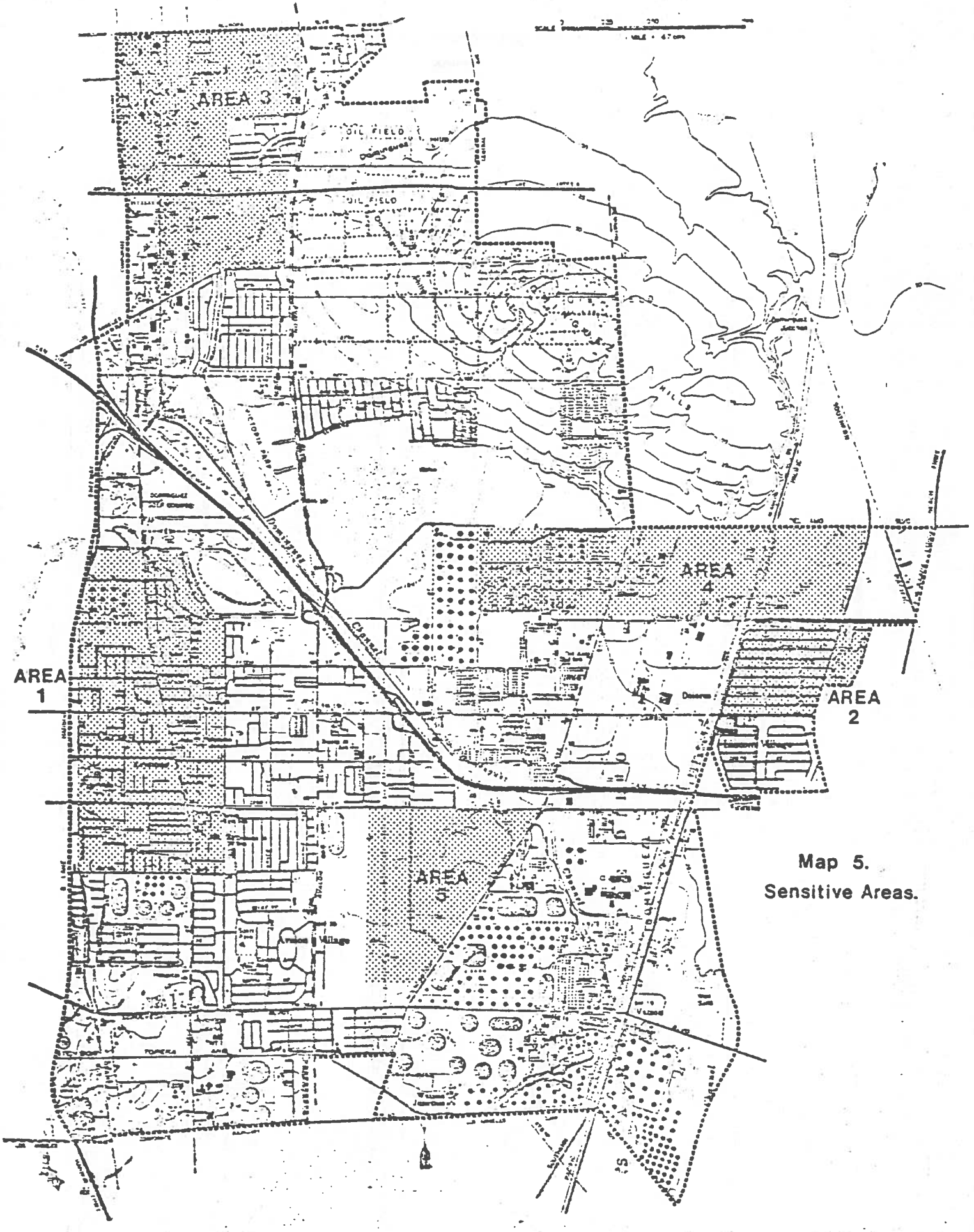
LA 4512

Map 3. Carson Area Circa 1965.



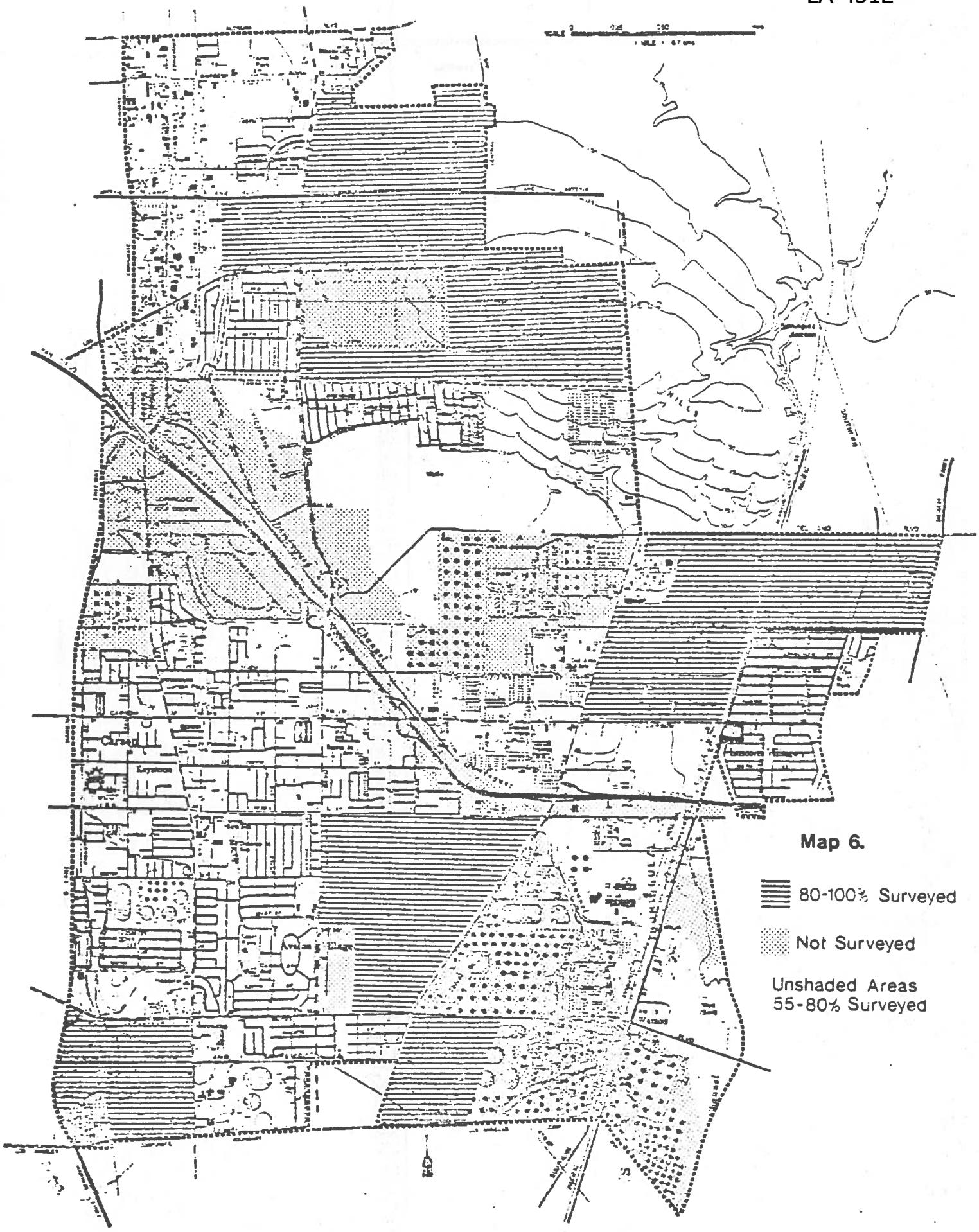
Map 4
LOCATION OF SANITARY LANDFILLS
CITY OF CARSON

PLAN. DIV. 11-26-75



Map 5.
Sensitive Areas.

LA-4512



Map 6.

80-100% Surveyed

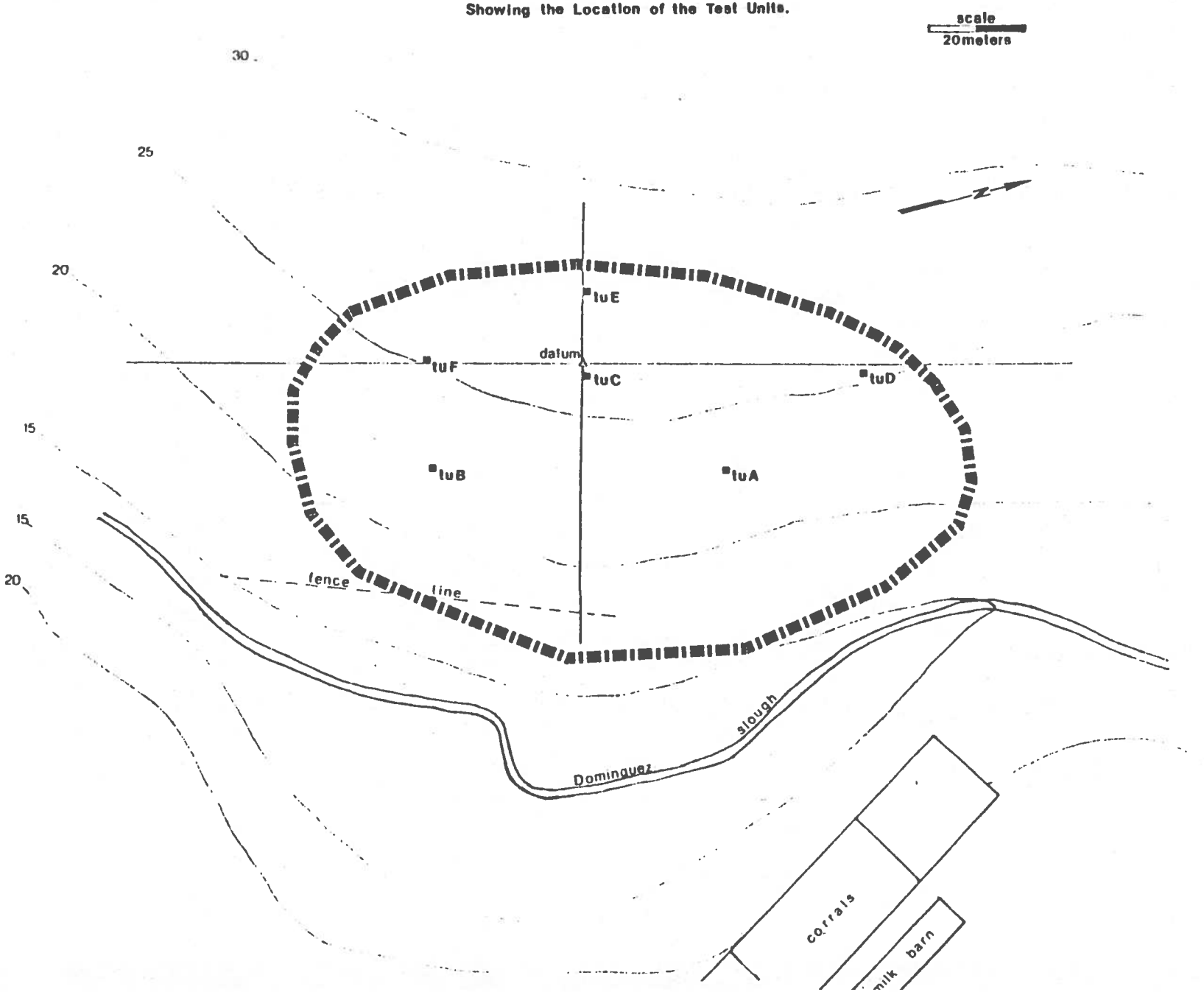
Not Surveyed

Unshaded Areas
55-80% Surveyed

LA-4512

Figure 2.

Plot Map of the Carson 1 Site
Showing the Location of the Test Units.



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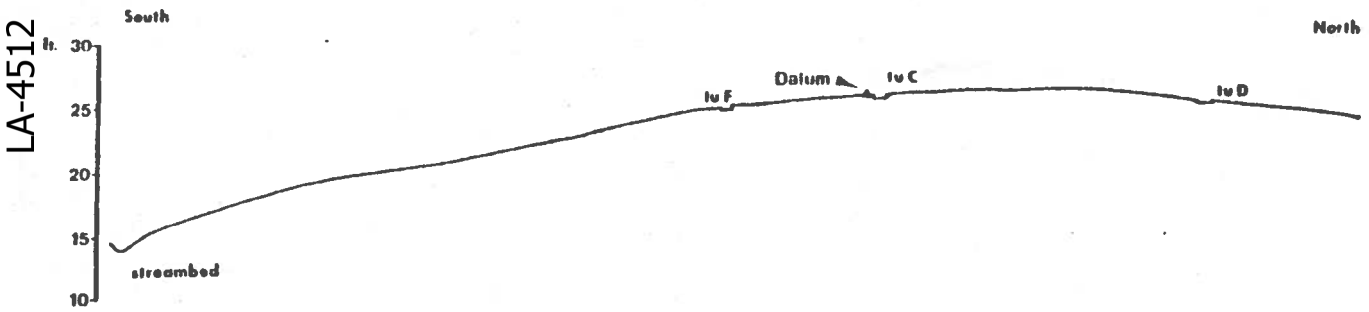
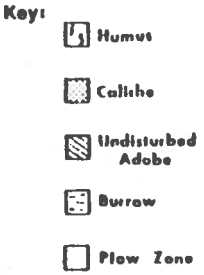


Figure 3.
Soil Sections for Test Units at the Carson I Site



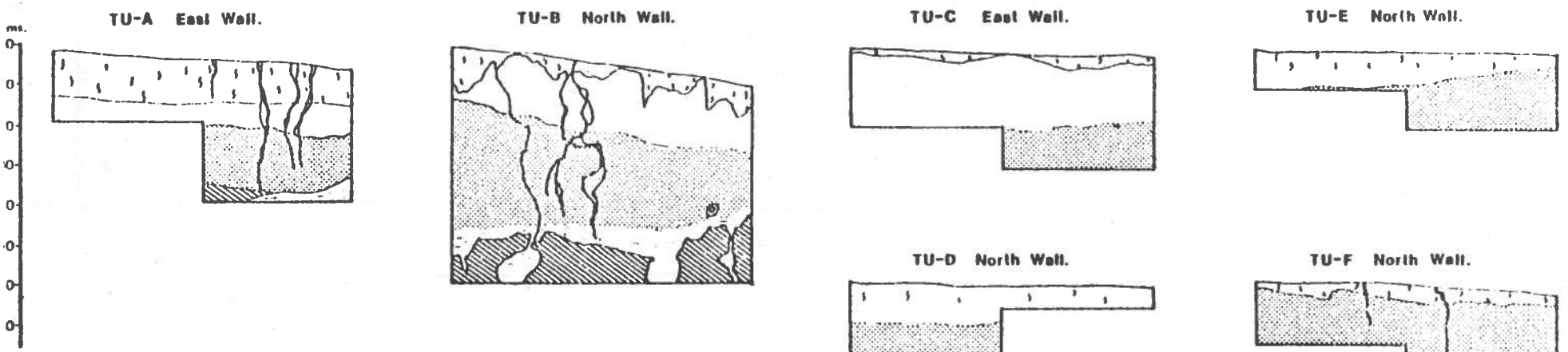
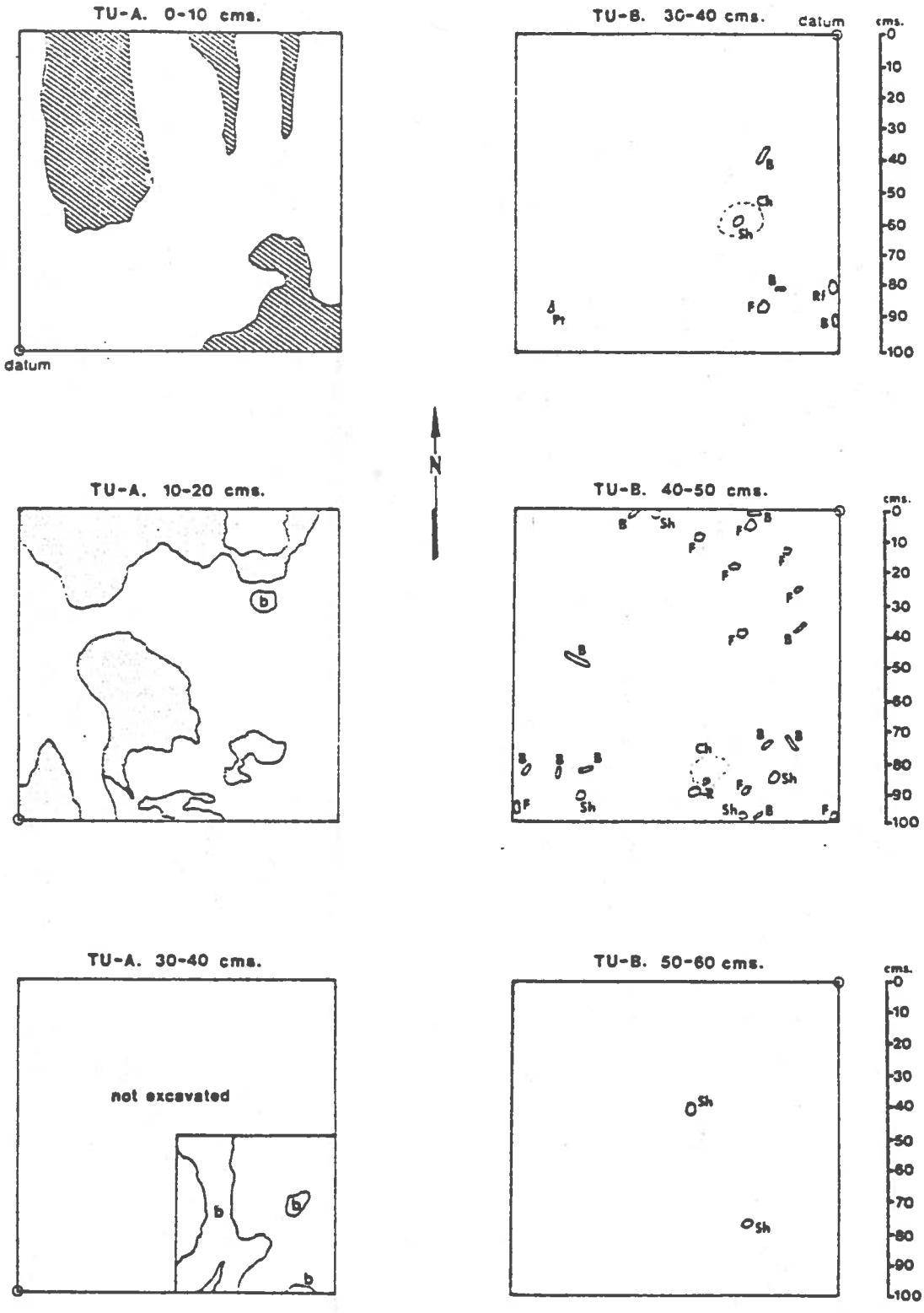


Figure 4.

Floor Plots of Test Units A & B.



Key:

midden

clayey loam

Pt point

Rf retouched flake

F flake

R rock

B bone

Sh shell

Ch charcoal

b burnau

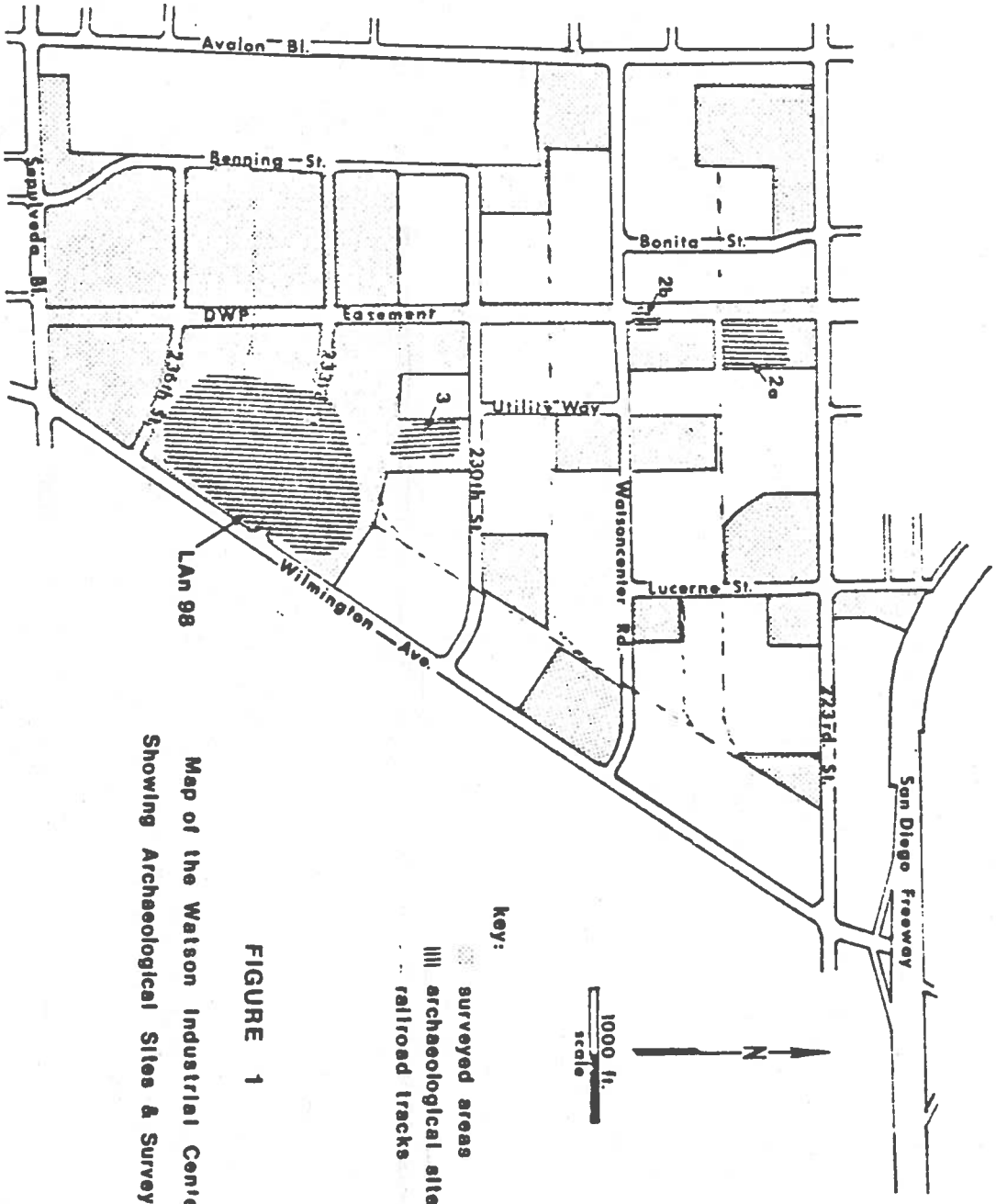
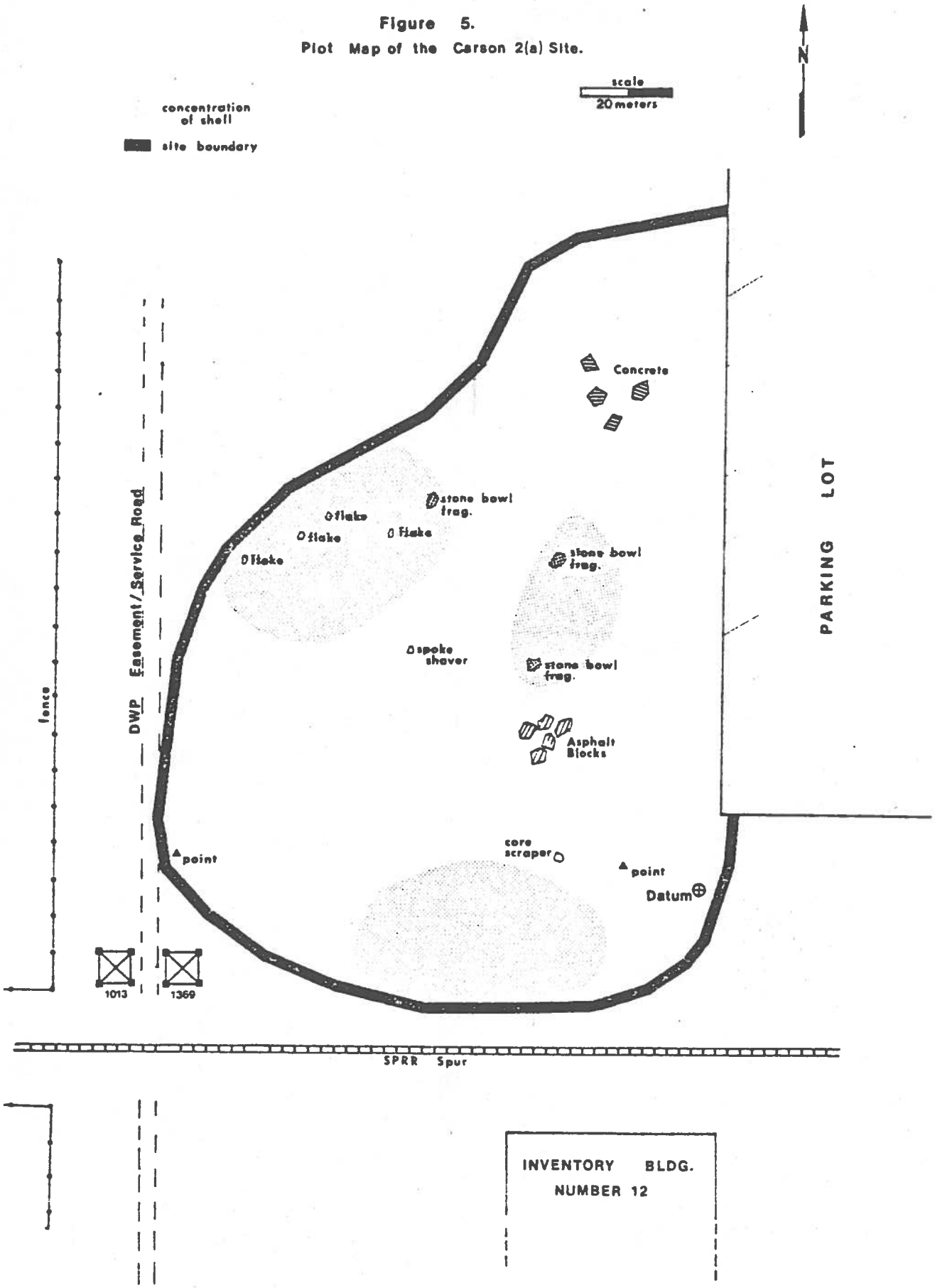


FIGURE 1

Map of the Watson Industrial Center South.
Showing Archaeological Sites & Surveyed Areas.

Figure 5.
Plot Map of the Carson 2(a) Site.



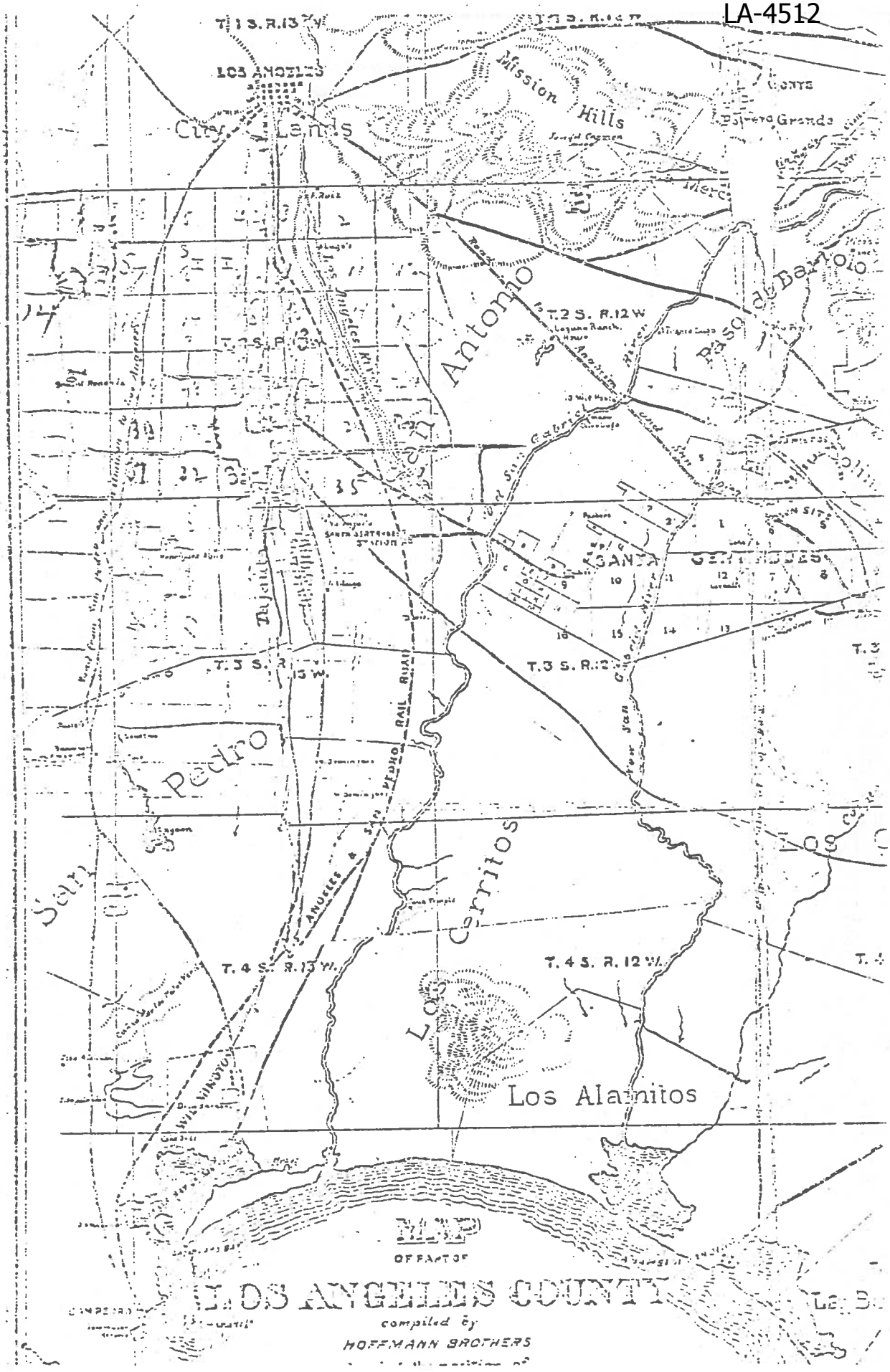
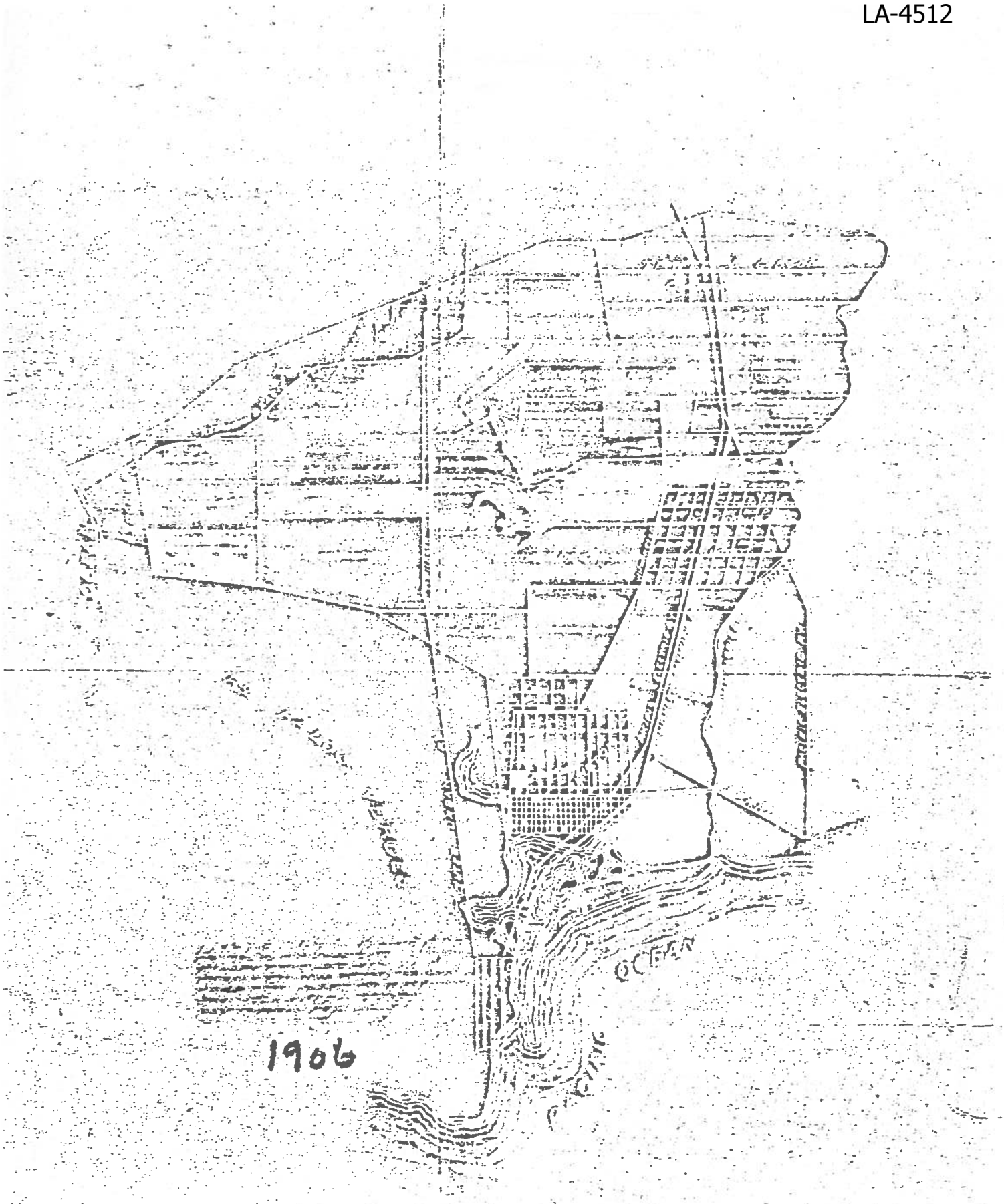
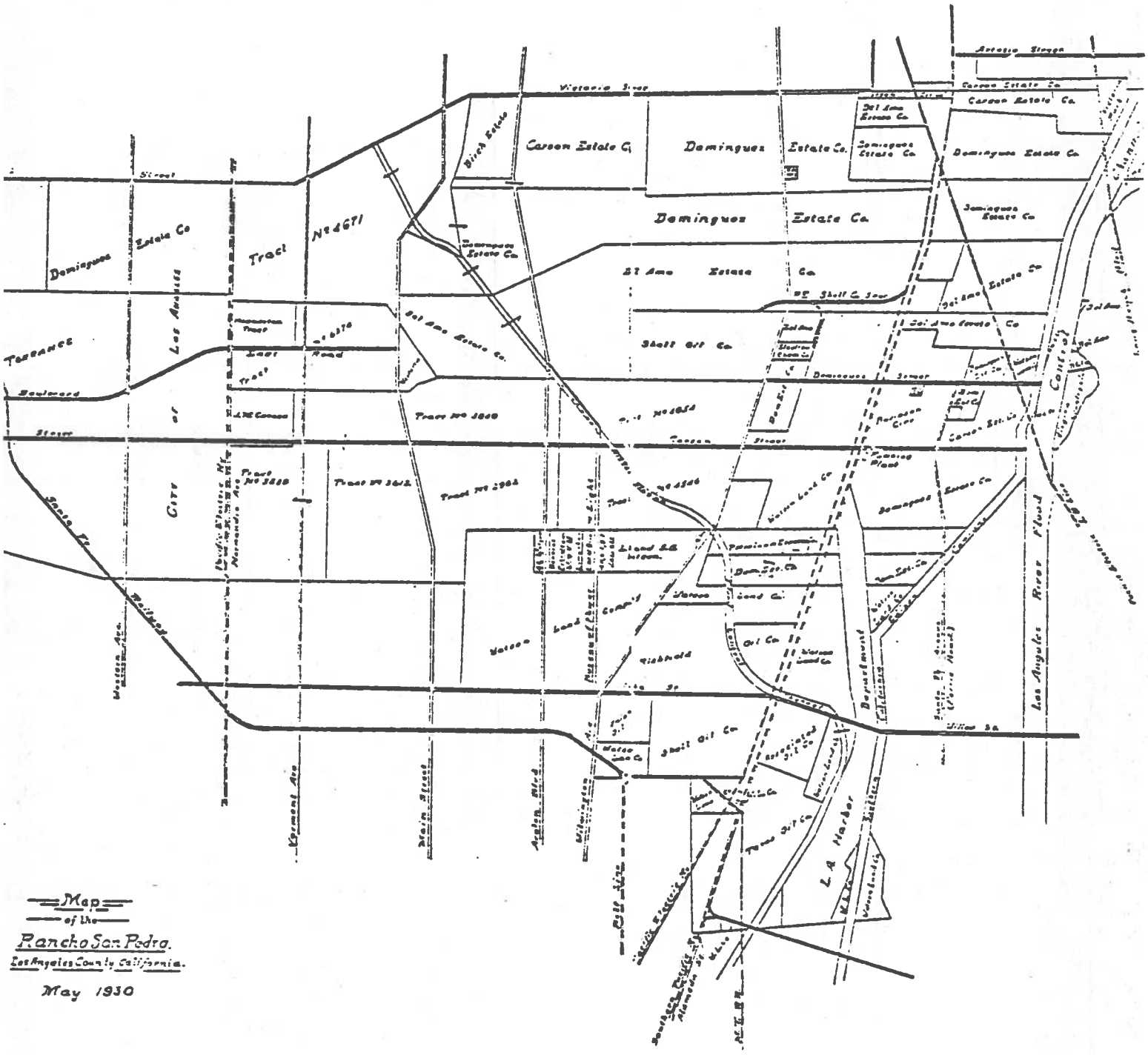


Figure 6. Promotional Map Circa 1868-1869.
(not for publication.)

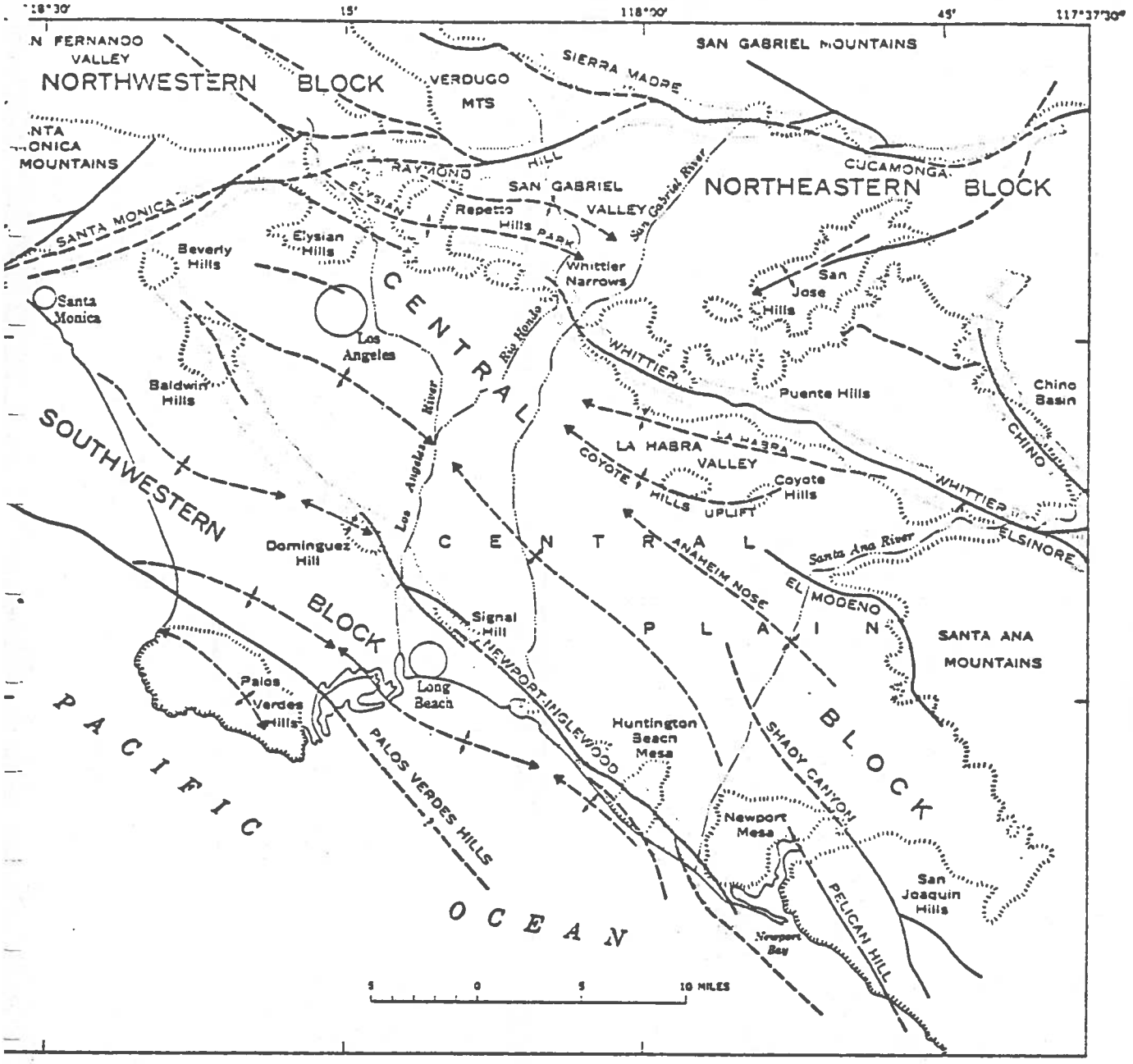


915

LA-4512



Map
of the
Rancho San Pedro.
Los Angeles County California.
May 1930



EXPLANATION

WHITTIER

Fault or fault zone
hed where approximately located; queried where doubtful

Anticline
Dashed where approximately located

Syncline
Dashed where approximately located

Boundary of structural block

LA-4512

LA4454

E78
LAN-TMP
.H6
1977

APPENDIX I

DEFINITIONS OF TERMS USED IN TEXT

FEBRUARY 18, 1977

Definitions

Before discussing the status of archaeological and historical resources in the County, the following definitions of terms and concepts are necessary:

Cultural Heritage Resources (CHR)

Cultural Heritage Resources include all sites, features, burials, examples of rock art; structures, ruins, artifacts, remains, chemical traces and other data pertaining to or derived from the activities and presence of pre-existing and/or extinct populations at a locality, whether above, on or below the surface of land or water. The value of such resources lies both in the items themselves, which are tangible representatives of bygone cultural practices and/or populations, and in the data that can be derived from them, either singly or in aggregate, for the reconstruction of pre-existing societies and life patterns.

Cultural Heritage Resources include remains of both an archaeological and historical nature (see below). Such resources, especially sites, are extremely fragile and perishable, and once destroyed cannot be reconstructed or replaced. This fact also applies to archival materials as well as to historical structures for which documentation is inadequate.

Culture

The term culture is employed throughout this paper in its anthropological sense (i.e., as meaning the patterned, learned behavior of human beings living in social groups through time).

Archaeology

Archaeology is the science of recovering data about pre-existing or extinct cultures and peoples. Previously, it has dealt primarily with the study and reconstruction of cultures for which documents and written records were

lacking. However, today there is an increasing use of archaeological techniques to supplement, verify and even correct documentary data of an historical nature. As a result, it is more appropriate to consider archaeology as a means of recovering data from CHRs by way of specialized techniques (i.e., excavation, systematic collection of physical remains, etc.) rather than a study of ancient, non-civilized and non-literate societies.

History

Like archaeology, the term history has often been used in a restricted sense to refer to the study of objects and/or events related to literate, civilized societies for which written documentation exists. In California, history is considered by many to deal with the post-European Contact period (after A.D. 1542) and with the activities of peoples of European descent. In this sense, history is studied mainly through the writings, documents and literary records of the ancestors of today's Anglo and Hispanic populations. As a result, little attention is paid to "prehistoric" (i.e., Native American) societies whose heritage comprises over 98% of the period of time that man has occupied North America. Therefore, in this report the term "history" will rarely be used except in its broadest sense (i.e., as pertaining to the past or to the study of the past as a whole). In most other instances, the term "historical resource(s)" will be replaced by the term "cultural heritage resource(s)" except when specific reference is being made to the post-European Contact period.

Artifact

An artifact is anything made, used or modified by the hand of man.

Excavation

An excavation is the systematic, scientific recovery of cultural heritage resources from below the surface of the ground or of a body of

water so as to permit the reconstruction of the cultural activities of pre-existing peoples. The main goal of an excavation is not the physical remains per se but rather the recovery of cultural data both from the objects themselves and from their relationship to each other (i.e., their context). Excavation results in the physical destruction of all or a portion of the site being investigated and, consequently, must be conducted so as to permit the fullest possible recovery of data so that a record of the original context can be preserved.

Site

"Site" is a term used in this report to refer to any locality at which cultural heritage resources occur, regardless of whether or not such a locality is under scientific study or has been identified officially.

Native American

Any person or descendant of a person, living or dead, who inhabited any region of the Western Hemisphere prior to the coming of European explorers and colonists will be referred to as a Native American. Where known, social groups or populations will be designated by their aboriginal name (e.g., "Chumash") or by the name of their language (e.g., "Hokan-Speakers").

APPENDIX II

OUTLINE OF
NATIVE AMERICAN CULTURE HISTORY
FOR LOS ANGELES COUNTY.

Cultural Heritage of Los Angeles Basin

Having discussed the development of historical research in the County, a brief summation can be made of the major stages of history identified to date. In compiling this section, a large number of publications have been consulted, most of which are listed in the Bibliography (see above). Only the most important of these sources will be cited here, and reference should be made to the section on Method for the complete citation (Appendix A).

Native American Culture History (Pre-Contact)

As stated by Wallace (1955), the history of Native American culture can be divided into four phases or stages. These have been variously named by other researchers but, basically, all can be referred, in order of decreasing age to the Early Man Phase (also Paleo-Indian, San Dieguito, or Millingstone Phase), the Millingstone Phase (also Oak Grove, Topanga I/II, Encinitas or La Jolla I Phase), the Intermediate Phase (also Hunting Culture, Early Canalino, Topanga III or Campbell Tradition) and the Canalino Phase (also Chumash, Digueno, Shoshonean or San Luis Rey Phase). It should be noted in the following discussion that precise dates cannot be given for the beginning and termination of each phase. This is due to the graduality of the changes that occur through time to distinguish successive cultural periods, the latter being identifiable mainly through a shift in emphasis rather than through epocal or cataclysmic events. Therefore, in the figures accompanying this report the phases are separated by dotted rather than solid lines and these should be understood as approximate and not absolute chronological boundaries.

A. Early Man Phase (Pre-9,000 B.C. - 6,000 B.C.)

The origins of man in Southern California are obscure at present, and

initial dates for this phase are lacking. The earliest known dated remains in the Los Angeles County are those of Los Angeles Man (23,600 B.C.) but postulated dates for skeletal and cultural remains in San Diego County and outlying desert regions may exceed this by a factor of two or more (Simpson 1974, Personal Communication; Bada, et al. 1974). Although it is commonly assumed that man did not originate on this continent, due to the lack of appropriate ancestral fossils, and that he migrated from Northeastern Asia by way of the Bering Straits (then a dry land area of considerable size) during the Pleistocene (Ice) Age, estimates vary as to the actual beginning of that immigration. At present, most scholars would agree on figures in the range of 25,000 - 70,000 years B.P. (before the present) with some opting for as early as 100,000 B.P. (Krieger 1964, Simpson 1968).

The migration route(s) taken by early man is also in doubt. Some (Leakey 1967, Personal Communication; Simpson 1974, Personal Communication) have felt that he occupied the dry margins of the Pacific continental shelf with a gradual southward movement until forced inland south of Point Concepcion. Others (Krieger 1964) support the inland route along the east flank of the Cordilleran Mountain Range as far as the Texas Panhandle with further dispersion westward from there. The very early dates postulated by Bada (Bada, et al. 1974) for sites clustered along the Southern California coast and interior desert have been used to support the Continental Shelf theory while the typological similarities in artifacts and site types throughout the Southwest and California suggests the possibility of the interior migration route (cf. Davis 1974; Davis, et al. 1969).

Little information is available for cultural patterning for the Early Man phase. Mostly, this is due to the rarity of sites in the Los Angeles

Basin; to date only one site can be assigned to the period in the Santa Monica Mountains but that is based mainly on typology, not concrete evidence (Leonard 1971). The rarity of sites may be the result of the nomadic way of life of the people, who may have consisted of small bands of migratory hunters with a low population density. This argument supports the westward dispersal theory stated above in that the shift of interior climates towards drier, hotter conditions may have encouraged the seeking of more attractive environments.

Sites dating to the Early Man phase in San Diego (i.e., the San Dieguitan) contain knives, scrapers and leaf-shaped projectile points as well as unspecialized pounding, griding and chopping tools made of stone. Pottery, stone mortars, pestles, grinding slabs (metates) and hand grinding tools (manos), shell beads or side-notched projectile points, all elements associated with later cultures, are rare or absent, as are base villages or semi-permanent campsites.

The distribution of sites and the types of artifacts found are suggestive of a culture characterized by small roving bands of hunters of large game mammals, using javelins or darts, and gatherers of plant foods in riverine environments (Davis, et al. 1969, Davis 1974, Donnan 1964).

B. Millingstone Phase (6,000 B.C. - 1,500 B.C.)

Evidence from the San Diego and Santa Barbara area suggests that there was a gradual change in the economic and dietary practices of the coastal populations of Southern California approximately 9,500 years ago (Moriarity 1967) which extended over a 2,000 year period. During this time the frequency of sites increased and new types of artifacts began to appear, the most notable of which were notched projectile points, grinding stones (manos and metates) and shell beads, while plane-scrapers increased in

number. Evidence of this transition can be found along all of the coastal and adjacent areas between Santa Barbara and Baja California at approximately the same time, and the change coincides with a corresponding increase in the frequency of sites and the first appearance of flexed and occasionally extended human burials (Moriarity 1967; C.D. King 1967; Leonard 1971). Moreover, sites began to appear in clusters or groups both along the coast and in the interior and most contained larger quantities of cultural remains. Coastal sites also are usually located on low elevations at the mouths of canyons and streams while those inland occurred on grassy low knolls or on stream terraces with scattered live oaks.

There was definite evidence of a shift in hunting, gathering and food preparation techniques which became pronounced after 2,000 B.C. The quantity of mammal remains dropped substantially at sites dating to this period, indicating a marked decline in animal hunting. Coastal sites contained small quantities of shellfish remains which pointed to the beginning of the seasonal exploitation of marine food resources. Shell was altogether absent from sites in the interior, a fact which when coupled with the decline in hunting indicated a heavy dependence on seeds and plant foods, perhaps concentrating on yucca and agave. This would account for the appearance and/or increased use of slab and hand grinding stones and plane-scrapers which would be used to prepare such food for eating. The absence of shellfish remains in the inland sites strongly suggests that trade and contacts between the two areas were minimal at that time (Leonard 1971; Kowta 1969).

The larger size of sites and the greater depth of cultural deposit implies that such sites were semi-permanent villages and were occupied by larger populations over a longer period of time compared to earlier periods,

although it is doubtful that any group was larger than 60-80 individuals. The stress on plant food collection and processing suggests that much of the routine labor was performed by women and that the exploitative range of any group was restricted to within a half-day's walk from camp. It also appears that the acorn and pinon nut which served as major staples in later periods were not being utilized at this time.

Although explanations for the changes and trends just described differ in detail, most agree that the major cause is regional adaptation. As inland and coastal sites begin to become differentiated in the Santa Monica Mountains, so are both differentiated from sites in the more arid interior regions. There, milling and grinding stones also first appear ca. 8,000 B.P. but the association is with elements of the Pinto Basin Industry, which contains short, squat, thick-stemmed projectile points and other artifacts which more closely resemble the archaic period materials from the Great Basin areas east of the Colorado River (Moriarity 1962a; Davis, et al. 1969). The main difference between the coastal and desert areas would appear to be that the practice of hunting continued through the Millingstone Period in conjunction with an increased emphasis on the gathering of vegetal foods. A preliminary analysis of excavation materials from a site in Antelope Valley on the Kern-Los Angeles County line indicates that the Pinto Basin Industry extended into the Western Mojave Desert and the Los Angeles Region.

C. The Intermediate Phase (1,500 B.C. - A.D. 500)

Approximately 3,500 years ago the tempo of change and regionalization observed to have begun in the preceding phase increased noticeably. Village sites proliferated and became more permanently established (Leonard 1971), while burials began to appear outside of settlement areas in true cemeteries (Moriarity 1966). Stone tools included a greater number

and variety of projectile points and ornamental artifacts as well as an occasional "cogstone" (Meighan 1959, C.D. King, et al. 1968), an artifact unique to Los Angeles and Orange Counties.

Analysis of dietary remains at sites dating to this period demonstrates a sharply increased exploitation of marine and fresh water resources such as fish, sea mammals, and shellfish in coastal areas while interior sites contain evidence of a resurgence in hunting. People ranged farther afield in search of food and resources than in previous periods and temporary (seasonal) food collecting and processing camps have been found in both areas. For the first time the collection and processing of acorns can be noted in the archaeological evidence (Leonard 1971). Shell bead manufacture increased and contacts between coastal sites and those in the interior were established during this period.

At this time Shoshone (Tongva) speaking groups moved into the Western peripheries of the Great Basin and became established in the Mojave Desert (north Los Angeles County) by 2,000 B.P. (0 A.D.) (Robinson 1976, Personal Communication). By A.D. 500, these peoples had reached the coast of Los Angeles and Orange Counties and had become assimilated into the cultural traditions of these areas. They also added new elements to the indigenous local complexes (Donnan 1964; Kroeber 1953).

D. The Canalino Phase (A.D. 500 - 1,800)

The last phase of the pre-Contact Native American cultural sequence saw a major elaboration of many of the trends of the previous phases and the development and spread of elaborate social and religious practices. Chief among the trends evidenced at this time is a marked increase in the size and social diversity of coastal village sites, and in the size of the area exploited for food and other resources (C.D. King 1974; Leonard 1971; Johnston 1962). Many villages in adjoining areas formed close

social and political ties with one another while maintaining their individual autonomy.

Trade relations between groups in different regions proliferated at this time and long-range contacts with the offshore islands, Santa Barbara, and the desert areas were established. The development of the plank outrigger canoe not only permitted oceanic trade, but also led to a greater exploitation of salt water fish (yellow fin, albacore, etc.) and sea mammals.

In the interior, villages tended to remain small while the range of seasonal migrations increased. Virtually all of the sub-zones of the ecosystems were exploited for food, lithic and other resources resulting at certain times of the year in major dislocations of populations. Rock shelters and caves were utilized at this time as temporary camps and bedrock mortars were found in association with major oak groves. The latter fact, taken in conjunction with the increased presence of mortars and pestles relative to metates and manos, shows that acorns had become the major vegetal staple.

Although the features given above are found through the County area during the subsequent Canalino Phase, not all regions exhibit them to the same degree. Most of the County was inhabited by the descendents of the Tongva/Shoshone-spearing peoples who immigrated from the desert regions while only the extreme eastern portion of the Santa Monica Mountains and the North County area were relatively unaffected. The areas of Ventura and Santa Barbara Counties were occupied by the descendents of the peoples of the earlier phases (i.e., the Hokan-speaking Chumash).

Although the Gabrielino quickly adopted the basic cultural elements, they maintained some of their original practices albeit in a modified

form (Moriarity 1969). This was particularly true for their religion, which quickly spread to neighboring areas, and for their practice of cremation instead of or, occasionally, along with flexed burial. Pottery was traded for as far away as the desert regions and Arizona (Walker 1951), but was not made locally until post-Contact times.

The Canalino Phase reached its peak of development in the Seventeenth Century, A.D., in the period following initial contact with the first Spanish explorers, and terminated a few decades after the founding of the Spanish missions. By A.D. 1800, the local Native American population had been greatly reduced and their culture was greatly destroyed in all but the outlying regions. By the time Kroeber began his survey in 1908, only a handful of "Gabrielino" (Tongva) or Chumash were available to act as informants and none was still living in a traditional fashion.

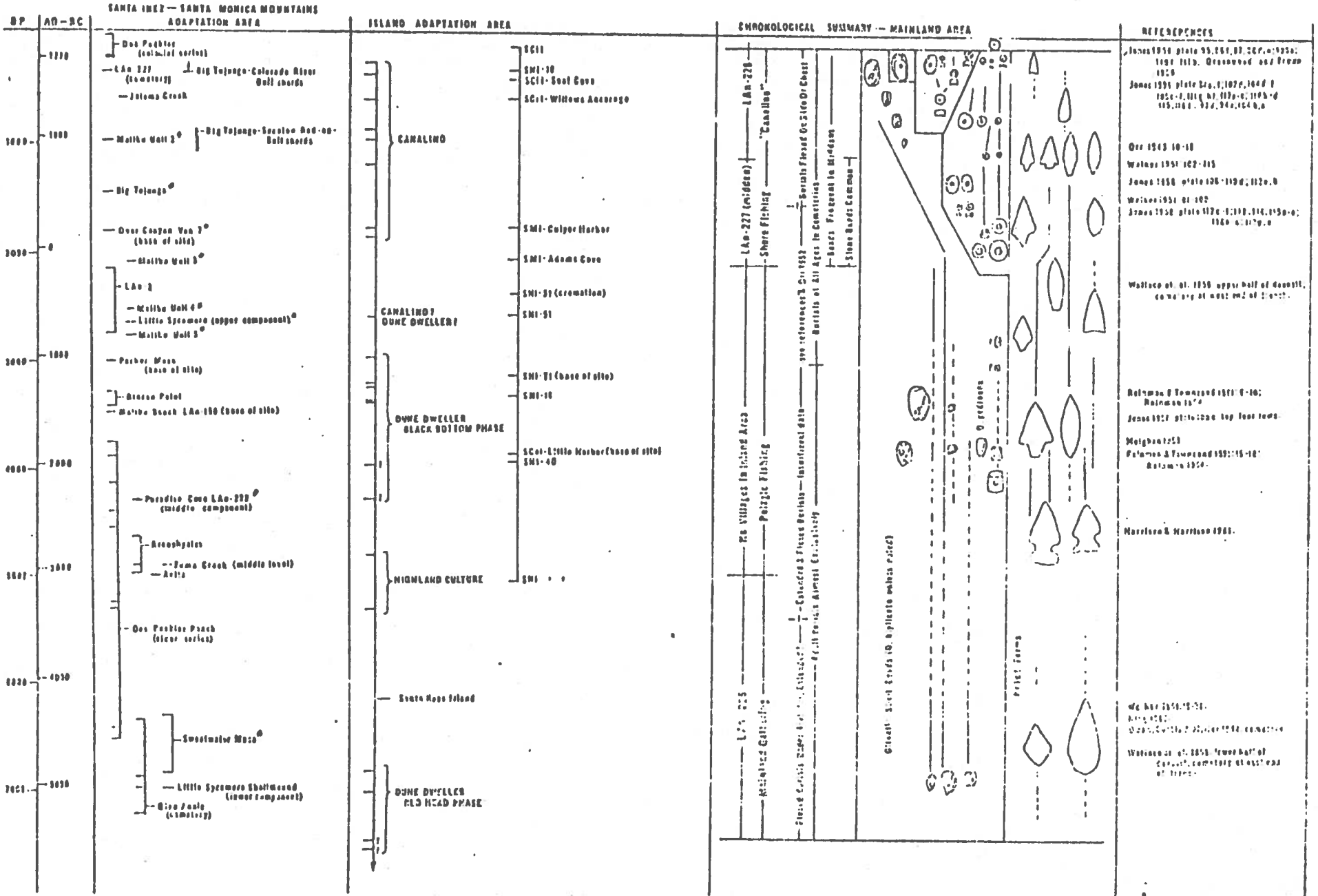
COMPOSITE CULTURAL DEVELOPMENT SCHEME FOR LOS ANGELES COUNTY
& ADJACENT AREAS SHOWING LOCAL PHASES AND TERMINOLOGIES

YEARS B.P.	SAN DIEGO[1]	LOS ANGELES[2]	VENTURA[2]	SANTA BARBARA[2]	MOJAVE DESERT[3]	PERIOD
200	American Hispanic	American Hispanic	American Hispanic	American Hispanic		Historic
					Marana	Canalino Phase
500	Digueno/San Luis Rey	Canalino	Canalino	Canalino	Haiwee	
		Malaga Cove III/IV				
1000		Big Tujunga			Newberry	- - - -
	La Jolla III					Intermediate Phase
2000						
	La Jolla II	Malaga Cove II	Sand Dune Culture	Hunting Cultures		
3000				Oak Grove		- - - -
4000			Little Sycamore Canyon			
					Little Lake	Millingstone Phase
5000		Malaga Cove I				
6000	[Transitional]	La Brea				
7000						- - - -
	San Dieguito					
8000						
9000					Mojave	
10,000						Early Man Phase
11,000						
>11,000	Yuha Man	Los Angeles Man				

(1) After Warren 1968, Kowta 1969; (2) After Wallace 1955, Leonard 1971; (3) After Bettinger-Taylor, nd.

LA-4512

*CHART 1: SUMMARY OF RADIOCARBON DATES AND THEIR RELATIONSHIP TO THE CULTURAL SEQUENCE IN THE SANTA INEZ—SANTA MONICA MOUNTAINS AND ISLAND ADAPTATION AREAS IN SOUTHERN CALIFORNIA



*From C.D. King 1969.

LA-4512

APPENDIX III

TYPES OF ARCHAEOLOGICAL SITES

1. Types of Cultural Heritage Resources

Recent research has led to the discovery and identification of various types of sites in Los Angeles County. These range in size and complexity from large permanent villages to sites which were used briefly and for very specific purpose(s), but it should be noted that size, complexity and the duration of use are not the major criteria for defining the scientific value or significance of particular remains. Sites, like artifacts, exhibit patterning which is vital to the reconstruction of a culture and it is the interrelationship of sites to one another within a geographic context that makes this reconstruction possible. The range and nature of the activities in which the occupants of a village site may have participated cannot be discovered through the study of that site alone but only through the study of all sites relating to that area and time period. The excavation of a minor satellite site may be as likely to yield important information as a major village to which it may be culturally linked. The loss of the satellite site without recovery of the data it contained may result in a gap in knowledge concerning the activities in which a people were engaged and may prevent a full reconstruction of their cultures. For these reasons it is difficult to rank CHRs in terms of importance or scientific value since even the smallest chipping station may yield valuable data and so requires protection.

In the analysis of data for this report, the consultant has identified ten categories of sites. These categories are used most commonly by archaeologists involved in local research, although terminology may vary according to personal preferences.

The site categories are as follows:

Occupation Site (OCC)*

Sites in which the artifact assemblage includes a full range of tool types usually in association with a cultural deposit ('midden') containing food, debris, charcoal, ashes, fire-cracked rock, ornamental objects and other remains indicative of long-term occupation. Occupation sites may vary in size from small (i.e., occupied by a single family unit) to large, as in the case of major villages with a population range of 200 - 2,000 persons. Human burials, including large cemeteries, may be associated with the latter along with a wide range of satellite sites representing specific activities conducted by the village occupants outside of the village itself.

Temporary Camps (TC)

A site briefly occupied for the purpose of accomplishing a special task, ceremony or activity such as the procurement of water, the mourning of the dead, the processing of particular food plants or the butchering of game animals, or the quarrying of a particular type of stone. Temporary camps often lack midden deposits.

Chipping Station (CS)

A special activity site utilized for a brief period of time for the purpose of preparing stone tools or tools involving the use of stone. Such sites often contain only the chips and other waste products resulting from the fashioning of the tools themselves.

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*The letter(s) in parentheses following the category name refers to abbreviations used in describing mapped survey areas.

Quarry (Q)

A place where a natural outcropping or vein of rock has been used as a source of raw material for tool manufacturing. In many instances quarry sites resemble chipping stations since some shaping of the rock may occur in order to facilitate transporting the material to another site for final retouching.

Rock Shelter (RS)

A site located in a cave or under a rock overhang which has served as a temporary camp or chipping station. Rock shelters often contain middens and may also have pictographs or petroglyphs (see below).

Bedrock Mortars (BRM)

A site used for the processing of special plant foods, such as acorns, by pounding them in deep holes ground into large boulders or a rock outcrop; such mortars might also occur in association with other site types such as temporary camps, rock shelters, and even occupation sites.

Shellmound (SM)

A site in which the cultural deposit usually consists of concentrations of marine and/or freshwater shells. Such deposits are also referred to as 'shell-middens' and may contain varying quantities of artifacts, animal bone and other cultural items.

Burial (B)

A site consisting of one or more graves containing human or animal remains. Human remains may occur singly or as mass burials with several individuals in one grave. Burials are often found near occupation sites and usually contain artifacts of a personal or ceremonial nature.

Rock Art (P)

A site containing pictographs (paintings on the rock surface) or

petroglyphs (engravings on the rock surface) which may be naturalistic depictions of persons or animals or schematic engravings whose meaning is often undetermined. Rock art sites may contain other types of cultural remains or may be associated with 'structures' such as 'stone circles' or cairns.

Historical Sites

Historical sites (i.e., those relating to the lives and activities of Europeans and Americans in southern California) are not categorized by type due to the large number of possible categories and the relatively small number of occurrences included in this study. Routes of explorers, missions, adobes, hydroelectric stations, stage stations, railroad depots, air meets, battle sites, forts, natural formations and trees associated with events and persons have been designated as historically significant on a local, regional or natural scale. Although classification systems have been devised for such sites (see the Californi History Plan, Volume I), places of historical importance located within the study areas are listed individually (below). On maps prepared as part of this study, historical sites are identified by a number preceded by an "H" (e.g., H-15).

APPENDIX IV

REPORTS ON SURVEYS AND/OR SUBSURFACE TESTS AT CARSON 1, 2 & 3.

APPENDIX V.

SOURCES OF FUNDING

Enclosed in this Appendix is a listing of sources of monies which could be applied or are currently applicable to projects seeking to identify, evaluate, recover, sample, protect, manage, restore, rehabilitate or otherwise conserve or memorialize CHRs. It should be noted that this listing is not presumed to be complete but is focused mainly on funds which are available from State and Federal programs and agencies. Local and private sources may also exist with which this Consultant is not personally familiar but which may be known to City personnel. If so, the list should be expanded to included these additions.

1. Historical Preservation Fund. Created by Land & Water Conservation Fund Bill of 1976 (P.L. 92-422) to establish an HPF in the U.S. Treasury with revenues from mineral leasing on public lands and the outer continental shelf. Total national amount in the fund for fiscal years 1978 and 1979 is $100 million which is to be used for National Park Service grants for planning activities including CHR surveys and statewide historic preservation plans. However has very limited application to CHR projects on a purely local scale.

2. Tax Reform Act of 1976 (Section 2124). Provides various tax incentives to encourage the preservation of historic structures which can be depreciated as provided by Section 167 of the tax code and which is "located in a historic district designated under a statute of the appropriate state or local government" and "certified by the Secretary of the Interior as containing criteria that will substantially achieve the purpose of preserving and rehabilitating buildings of historic significance to the district" (Section 2124,a).

3. National Trust for Historic Preservation Programs. Include Consultant Service Grants provided on a matching basis to non profit or public member organizations on a matching basis to pay for consultants on preservation and historic district/property feasibility studies as well as low-interest loans to establish revolving funds for improving properties listed in or eligible for the National Register of Historic Places.

4. Local Public Works Capital Development & Investment Program. A total of $3.2 billion was appropriated by the Local Public Works Employment

Act of 1976 to be administered by the Economic Development Administration (U.S. Department of Commerce) in areas of high unemployment on an emergency basis through regional offices. Applicable to the rehabilitation of state and locally owned structures or of neighborhood conditions.

5. Title I Home Improvement Loan Programs. Provide FHA insurance for loans up to $10,000 made by private financial institutions to individuals in order to finance property improvements that protect or increase the "livability or utility" of residential or other properties. Program is administered by HUD. Such loans (up to $30,000) can also be applied to finance the preservation, restoration or rehabilitation of residential properties listed in or eligible for listing in the National Register

6. Community Development Block Grant Program. Federal funds supplied directly to communities for projects that will improve urban living conditions through housing and environmental changes can also be used for preservation-related activities such as surveys of cultural resources, development of an historic preservation plan, studies for the adoption of regulatory or protective ordinances, establishment of financial programs (e.g., low-interest loans and rehabilitation grants for historically and architecturally significant structures), easement programs and revolving funds for the acquisition, rehabilitation and disposition of historic properties, administered by HUD as a result of the Housing and Community Development Act of 1974.

7. Housing Authorization Act of 1976, Section 8. Directs HUD to allocate funds in accordance with Block Grant Communities Housing Assistance Plans and encourages the provision of lower income housing through rent payment contracts with property owners "made on behalf of eligible families occupying new, substantially rehabilitated or existing rental units."

8. HUD Comprehensive Planning Assistance ('701') Program. '701 Funds' can be used for CHR evaluation, CHR survey, identification of CHRs subject to destruction and/or deterioration, determination of cost estimates of rehabilitation/restoration of CHRs or the relationship of

CHRs to elements of a comprehensive plan, preparation of district legislation, model preservation contracts, administrative and budgetary measures, and the preparation of an historic preservation action program. Generally used in connection with Community Development Block Grant programs.

9. HUD Rehabilitation Loans (Section 312). A total of $50-$80 million should be available nationally for loans for the repair and improvement of privately owned property to bring it into compliance with local building codes.

10. Property Release Option Program (PROP). Enables HUD to sell properties owned by it with value of less than $5,000 to local governments for $1 (one dollar). Properties so sold can be rehabilitated, demolished or sold at the discretion of the acquiring agency or government.

11. Urban Renewal Programs. Where unexpended funds are left over from uncompleted Urban Renewal Programs, it is possible for local agencies to 'write down' the cost of historic properties to as little as $1 (one dollar) where circumstances permit, to write down cleared land around historic properties and to provide $90,000 for restoration and/or $50,000 for moving properties listed on or eligible for the National Register.

12. HUD Housing for the Elderly & Handicapped Program (Section 202). Provides for new construction or major rehabilitation of properties. Also, through the Seed Money Loan Program, Section 202 provides no-interest loans to incorporated private, non-profit organizations and will underwrite up to 80% of planning costs of qualifying projects, including design, site engineering, legal assistance and consultations.

13. HUD Urban Homesteading Progam. Provides for conditional transfer of unoccupied residential property to an individual or family.

14. Housing Authorization Act of 1976, Section 235. Provides subsidies to low and moderate-income families to purchase new or substantially rehabilitated single-family houses or condominiums.

Note: The Housing Authorization Act of 1976 also amends the Flood Disaster Protection Act of 1973 to allow certain types of loans

to be exempted from the flood insurance requirement (does not apply to properties funded through National Park Service Historic Preservation Grants). Can be used to encourage rehabilitation of historic structures located in designated special hazard areas.

15. Urban Reinvestment Task Force Neighborhood Housing Services and Preservation Program. Provides technical help and grants to assist neighborhoods to fight deterioration and disinvestment, and to establish model programs.

16. Revenue Sharing Act of 1976. Provides Federal funds to state and local governments to be used as permitted as a match for other federal programs.

17. National Urban Neighborhood Revitalization Program. Recent amendment to the regulations of the Small Business Administration permits loans for the acquisition and rehabilitation of residential and commercial properties where cost of rehabilitation is greater than 1/3 of the purchase price and is carried out within specific time limits and on the condition that the property will be sold immediately. Combines SBA Section 502 loans, Section 7A loans and Economic Opportunities loans.

18. Tax Increment Financing. State legislation presently permits property taxes collected above a specified amount in a particular district to be set aside for use only within the designated area. Such moneys as are so collected can be used to pay for special needs (including historic structure preservation) or invested for future needs.

19. Revolving Funds. Permits the return and reuse of funds derived from certain programs and grants (e.g., Block Grants, National Trust Grants, Urban Reinvestment Task Force Funds, etc.) for other projects (see Ziegler, et al. 1975). Can be used by private organizations as well as local and state agencies.

20. Additional Federal Programs. See listing of more than 200 Federal programs which provide financial and/or technical assistance for historic conservation/preservation published by The National Trust for Historic Preservation (A Guide to Federal Programs).

APPENDIX VI

STATUTES AND POLICIES RELATING TO CULTURAL HERITAGE RESOURCE PRESERVATION.

Local Government Tribal Consultation List Request

Native American Heritage Commission
1550 Harbor Blvd, Suite 100
West Sacramento, CA 95691
916-373-3710
916-373-5471 – Fax
nahc@nahc.ca.gov

Type of List Requested

■ **CEQA Tribal Consultation List (AB 52)** – ***Per Public Resources Code § 21080.3.1, subs. (b), (d), (e) and 21080.3.2***

☐ **General Plan (SB 18)** - ***Per Government Code § 65352.3.***

Local Action Type:

☐ **General Plan** ☐ **General Plan Element** ☐ **General Plan Amendment**

☐ **Specific Plan** ☐ **Specific Plan Amendment** ☐ **Pre-planning Outreach Activity**

Required Information

Project Title: Griffith Energy Storage Project

Local Government/Lead Agency: City of Carson

Contact Person: Stefanie Griffin

Street Address: 967 Kendall Drive #A-537

City: San Bernardino **Zip:** 92407

Phone: 209.608.0028 **Fax:**

Email: sgriffin@fcs-intl.com; smacias@fcs-intl.com

Specific Area Subject to Proposed Action

County: Los Angeles County **City/Community:** Carson

Project Description:

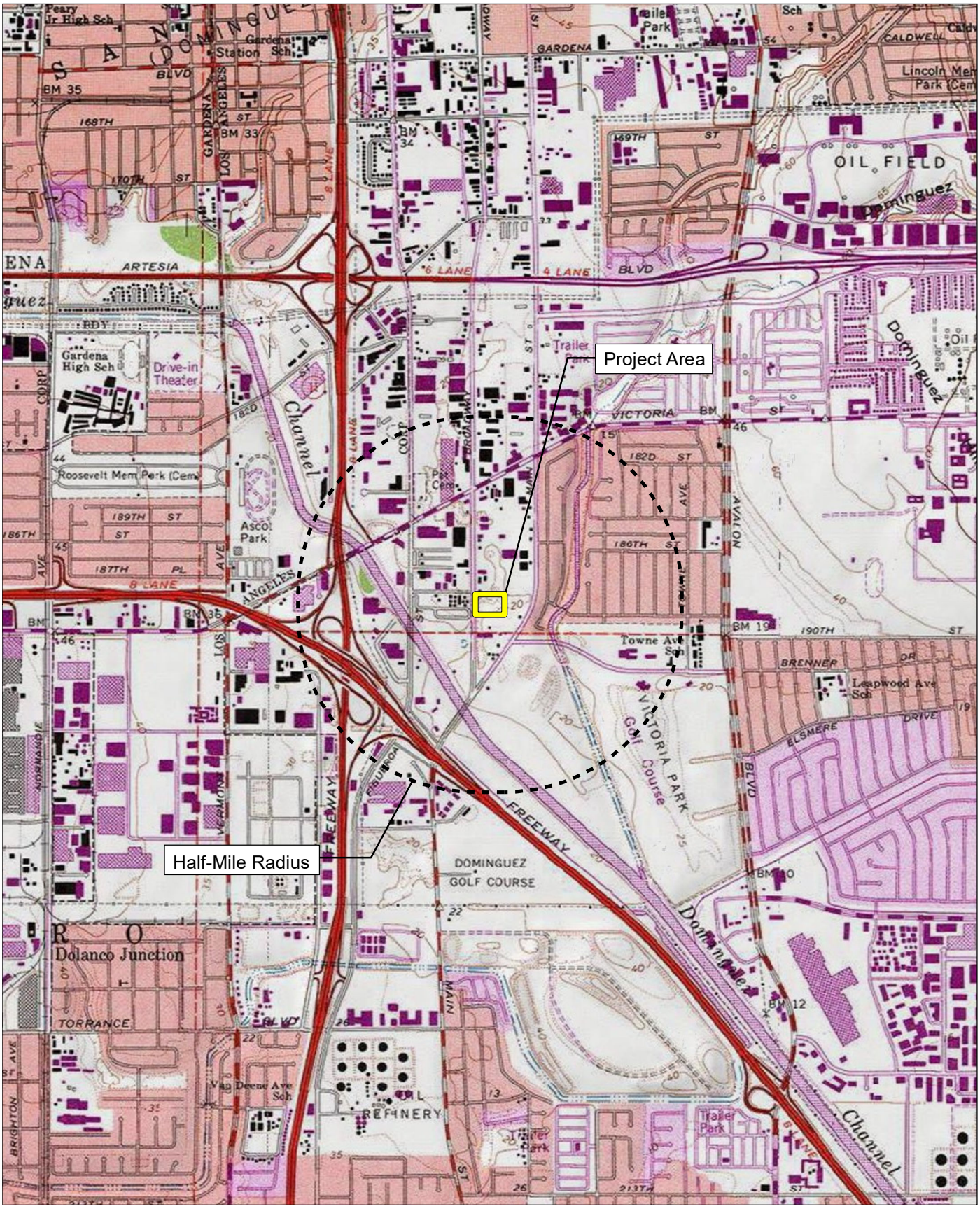
The project site is a utility scale battery energy storage system (BESS). Located on Assessor's Parcel Number 7339-014-009, approximately 3 acres of developed land in the City of Carson, California.

Additional Request

■ **Sacred Lands File Search** - ***Required Information:***

USGS Quadrangle Name(s): Torrance

Township: **Range:** **Section(s):**



Source: USGS Torrance 7.5' Quadrangle / San Pedro (Dominguez).
Project Site Source: USGS Torrance 7.5' Quadrangle / San Pedro (Dominguez).

FIRSTCARBON SOLUTIONS™

2,000 1,000 0 2,000
Feet

Exhibit A
Record Search Map

NATIVE AMERICAN HERITAGE COMMISSION

CHAIRPERSON
Reginald Pagaling
Chumash

VICE-CHAIRPERSON
Buffy McQuillen
Yokayo Pomo, Yuki, Nomlaki

SECRETARY
Sara Dutschke
Miwok

PARLIAMENTARIAN
Wayne Nelson
Luiseño

COMMISSIONER
Isaac Bojorquez
Ohlone-Costanoan

COMMISSIONER
Stanley Rodriguez
Kumeyaay

COMMISSIONER
Laurena Bolden
Serrano

COMMISSIONER
Reid Milanovich
Cahuilla

COMMISSIONER
Vacant

EXECUTIVE SECRETARY
Raymond C. Hitchcock
Miwok, Nisenan

NAHC HEADQUARTERS
1550 Harbor Boulevard
Suite 100
West Sacramento,
California 95691
(916) 373-3710
nahc@nahc.ca.gov
NAHC.ca.gov

November 20, 2023

Stefanie Griffin
FirstCarbon Solutions

Via Email to: sgriffin@fcs-intl.com & smacias@fcs-intl.com

Re: Native American Tribal Consultation, Pursuant to the Assembly Bill 52 (AB 52), Amendments to the California Environmental Quality Act (CEQA) (Chapter 532, Statutes of 2014), Public Resources Code Sections 5097.94 (m), 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2 and 21084.3, Griffith Energy Storage Project, Los Angeles County

Dear Ms. Griffin:

Pursuant to Public Resources Code section 21080.3.1 (c), attached is a consultation list of tribes that are traditionally and culturally affiliated with the geographic area of the above-listed project. Please note that the intent of the AB 52 amendments to CEQA is to avoid and/or mitigate impacts to tribal cultural resources, (Pub. Resources Code §21084.3 (a)) ("Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.")

Public Resources Code sections 21080.3.1 and 21084.3(c) require CEQA lead agencies to consult with California Native American tribes that have requested notice from such agencies of proposed projects in the geographic area that are traditionally and culturally affiliated with the tribes on projects for which a Notice of Preparation or Notice of Negative Declaration or Mitigated Negative Declaration has been filed on or after July 1, 2015. Specifically, Public Resources Code section 21080.3.1 (d) provides:

Within 14 days of determining that an application for a project is complete or a decision by a public agency to undertake a project, the lead agency shall provide formal notification to the designated contact of, or a tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, which shall be accomplished by means of at least one written notification that includes a brief description of the proposed project and its location, the lead agency contact information, and a notification that the California Native American tribe has 30 days to request consultation pursuant to this section.

The AB 52 amendments to CEQA law does not preclude initiating consultation with the tribes that are culturally and traditionally affiliated within your jurisdiction prior to receiving requests for notification of projects in the tribe's areas of traditional and cultural affiliation. The Native American Heritage Commission (NAHC) recommends, but does not require, early consultation as a best practice to ensure that lead agencies receive sufficient information about cultural resources in a project area to avoid damaging effects to tribal cultural resources.

The NAHC also recommends, but does not require that agencies should also include with their notification letters, information regarding any cultural resources assessment that has been completed on the area of potential effect (APE), such as:

1. The results of any record search that may have been conducted at an Information Center of the California Historical Resources Information System (CHRIS), including, but not limited to:

- A listing of any and all known cultural resources that have already been recorded on or adjacent to the APE, such as known archaeological sites;
- Copies of any and all cultural resource records and study reports that may have been provided by the Information Center as part of the records search response;
- Whether the records search indicates a low, moderate, or high probability that unrecorded cultural resources are located in the APE; and
- If a survey is recommended by the Information Center to determine whether previously unrecorded cultural resources are present.

2. The results of any archaeological inventory survey that was conducted, including:

    - Any report that may contain site forms, site significance, and suggested mitigation measures.

      All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure in accordance with Government Code section 6254.10.

3. The result of any Sacred Lands File (SLF) check conducted through the Native American Heritage Commission was negative.

4. Any ethnographic studies conducted for any area including all or part of the APE; and

5. Any geotechnical reports regarding all or part of the APE.

Lead agencies should be aware that records maintained by the NAHC and CHRIS are not exhaustive and a negative response to these searches does not preclude the existence of a tribal cultural resource. A tribe may be the only source of information regarding the existence of a tribal cultural resource.

This information will aid tribes in determining whether to request formal consultation. In the event that they do, having the information beforehand will help to facilitate the consultation process.

If you receive notification of change of addresses and phone numbers from tribes, please notify the NAHC. With your assistance, we can assure that our consultation list remains current.

If you have any questions, please contact me at my email address: Andrew.Green@nahc.ca.gov.

Sincerely,

Andrew Green

Andrew Green
Cultural Resources Analyst

Attachment

Native American Heritage Commission
Native American Contact List
Los Angeles County
11/20/2023

Tribe Name	Fed (F) Non-Fed (N)	Contact Person	Contact Address	Phone #	Fax #	Email Address	Cultural Affiliation	Counties	Last Updated
Gabrieleno Band of Mission Indians - Kizh Nation	N	Andrew Salas, Chairperson	P.O. Box 393 Covina, CA, 91723	(844) 390-0787		admin@gabrielenoindians.org	Gabrieleno	Los Angeles,Orange,Riverside,San Bernardino,Santa Barbara,Ventura	8/18/2023
Gabrieleno Band of Mission Indians - Kizh Nation	N	Christina Swindall Martinez, Secretary	P.O. Box 393 Covina, CA, 91723	(844) 390-0787		admin@gabrielenoindians.org	Gabrieleno	Los Angeles,Orange,Riverside,San Bernardino,Santa Barbara,Ventura	8/18/2023
Gabrieleno/Tongva San Gabriel Band of Mission Indians	N	Anthony Morales, Chairperson	P.O. Box 693 San Gabriel, CA, 91778	(626) 483-3564	(626) 286-1262	GTTribalcouncil@aol.com	Gabrieleno	Los Angeles,Orange,Riverside,San Bernardino,Ventura	
Gabrielino /Tongva Nation	N	Sandonne Goad, Chairperson	106 1/2 Judge John Aiso St., #231 Los Angeles, CA, 90012	(951) 807-0479		sgoad@gabrielino-tongva.com	Gabrielino	Los Angeles,Orange,Riverside,San Bernardino,Ventura	3/28/2023
Gabrielino Tongva Indians of California Tribal Council	N	Christina Conley, Cultural Resource Administrator	P.O. Box 941078 Simi Valley, CA, 93094	(626) 407-8761		christina.marsden@alumni.usc.edu	Gabrielino	Los Angeles,Orange,Riverside,San Bernardino,Santa Barbara,Ventura	3/16/2023
Gabrielino Tongva Indians of California Tribal Council	N	Robert Dorame, Chairperson	P.O. Box 490 Bellflower, CA, 90707	(562) 761-6417	(562) 761-6417	gtongva@gmail.com	Gabrielino	Los Angeles,Orange,Riverside,San Bernardino,Santa Barbara,Ventura	3/16/2023
Gabrielino-Tongva Tribe	N	Sam Dunlap, Cultural Resource Director	P.O. Box 3919 Seal Beach, CA, 90740	(909) 262-9351		tongvatcr@gmail.com	Gabrielino	Los Angeles,Orange,Riverside,San Bernardino,Ventura	5/30/2023
Gabrielino-Tongva Tribe	N	Charles Alvarez, Chairperson	23454 Vanowen Street West Hills, CA, 91307	(310) 403-6048		Chavez1956metro@gmail.com	Gabrielino	Los Angeles,Orange,Riverside,San Bernardino,Ventura	5/30/2023
Santa Rosa Band of Cahuilla Indians	F	Lovina Redner, Tribal Chair	P.O. Box 391820 Anza, CA, 92539	(951) 659-2700	(951) 659-2228	lsaul@santarosa-nsn.gov	Cahuilla	Imperial,Los Angeles,Orange,Riverside,San Bernardino,San Diego	
Soboba Band of Luiseno Indians	F	Joseph Ontiveros, Tribal Historic Preservation Officer	P.O. Box 487 San Jacinto, CA, 92581	(951) 663-5279	(951) 654-4198	jontiveros@soboba-nsn.gov	Cahuilla Luiseno	Imperial,Los Angeles,Orange,Riverside,San Bernardino,San Diego	7/14/2023
Soboba Band of Luiseno Indians	F	Jessica Valdez, Cultural Resource Specialist	P.O. Box 487 San Jacinto, CA, 92581	(951) 663-6261	(951) 654-4198	jvaldez@soboba-nsn.gov	Cahuilla Luiseno	Imperial,Los Angeles,Orange,Riverside,San Bernardino,San Diego	7/14/2023

This list is current only as of the date of this document. Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and section 5097.98 of the Public Resources Code.

This list is only applicable for consultation with Native American tribes under Public Resources Code Sections 21080.3.1 for the proposed Griffith Energy Storage Project, Los Angeles County.

Record: PROJ-2023-005567
Report Type: AB52 GIS
Counties: Los Angeles
NAHC Group: All

Photo 1: Overview of project area from NW corner. View E.

Photo 2: Overview of project area from NW corner. View S

Photo 3: Overview of project area from NE corner. View S.

Photo 4: Overview of project area from NE corner. View W.

Photo 5: Overview of project area from SE corner. View W.

Photo 6: Overview of project area from SE corner. View N.

Photo 7: Overview of project area from SW corner. View W.

Photo 8: Overview of project area from SW corner. View N.

Photo 9: Overview of fill piles from center of project area. View NW.

Photo 10: Overview of soil from SE corner. View Plan.

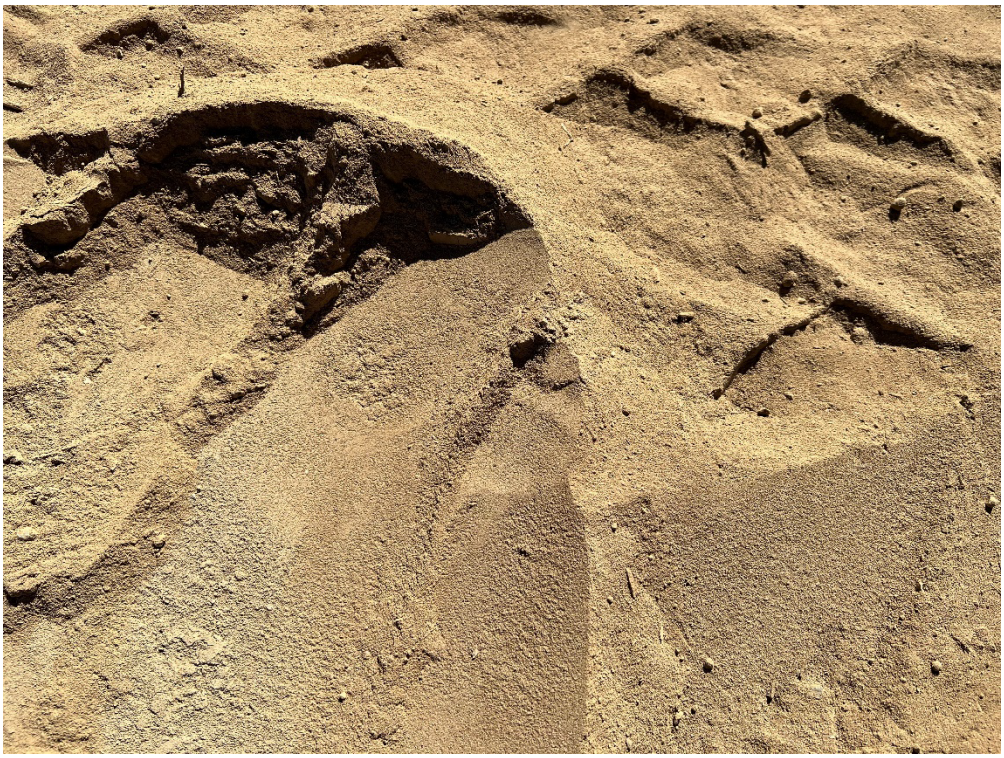


Photo 11: Overview of soil from center of project area. View Plan.

Photo 12: Overview of soil from northern section project area. View Plan.

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EXHIBIT "C"

DEVELOPMENT AGREEMENT NO. 33-23

[to be 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

DEVELOPMENT AGREEMENT NO. 33-23

This Development Agreement ("Agreement") is entered into on the ____ day of _____, 2026 ("**Execution Date**"), by and between the City of Carson, a charter city in the State of California ("**City**"), and VESI 27 LLC, a Delaware limited liability company ("**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.* The 3.00-acre property is currently vacant and is surrounded by other mixed industrial uses, and is located at 18800 South Broadway Avenue in the City of Carson, County of Los Angeles, State of California (Assessor's Parcel Number 7339-014-009), legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto, which exhibits are incorporated herein (the "**Property**"). The General Plan land use designation for the Property is Heavy Industrial and the Property is zoned MH-D (Manufacturing Heavy – Design Overlay). The Southern California Edison ("**SCE**") Nola Substation is located directly adjacent to the east of the Property, in the City of Carson.

D. *The Project.* Developer will demolish the existing industrial/topsoil supplier facility and construct a utility-scale, 100-megawatt Battery Energy Storage System (BESS) and associated infrastructure. Lithium-ion batteries will be stored within modular outdoor enclosures, and power that is released or captured by the batteries will be transferred to and from the SCE Nola Substation via an underground 66-kilovolt generation transmission ("**gen-tie**") line as further detailed below.

The facility will provide a service by receiving energy (charging) from the SCE transmission system, storing the energy, and then later delivering energy (discharging) back to SCE Nola Substation. In general, the California Independent System Operator ("**CAISO**") will dispatch the system to both place energy onto the grid (discharge) during times of high load and to take energy off the grid (charge) in times of low load relative to generation. However, SCE may have different requirements for when to dispatch the system, potentially dictated by the status of critical equipment that comprises the grid.

The project consists of (i) the batteries installed in racks located in prefabricated outdoor enclosures, each housing internal racks and system control modules, thermal management, and communication systems, (ii) inverters, (iii) medium-voltage transformers, (iv) switchgear, (v) a collector substation, and (vi) other associated equipment, as further detailed below. The battery modules will be delivered to the site preassembled and moved into place by forklifts or cranes. These modules will be connected in parallel to aggregate the required energy capacity.

More specifically, the project will include the following components: (i) an energy storage facility that will provide energy storage capacity and dispatch for the electric grid; (ii) a battery management system to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system; (iii) power inverters to convert between AC and DC, along with transformers that will step up the voltage; (iv) telecommunication equipment, including underground and overhead fiber optics or Supervisory Control and Data Acquisition ("**SCADA**"); (v) on-site access driveways, perimeter security fencing, and nighttime directional lighting; (vi) a gen-tie line to transfer power between the SCE Nola Substation and the project, as detailed below.

The medium-voltage transformers, inverters, switchgear, electronic switchboards, and additional electrical equipment will be installed outside the BESS enclosures. Underground wires and cabling will run from the battery enclosures to a concrete head, housing the inverters and medium-voltage transformers. All electrical equipment will be housed in appropriately rated National Electrical Manufacturers Association enclosures. All outside electrical cabling will run underground. Underground wires and cabling will run from the medium-voltage transformers to the collector substation. The collector substation will be located on the northeastern portion of the parcel on approximately 9,400 square feet (approximately 0.22 acre) of ground. Components will include a main power transformer, control house, and switchgear.

Industry-standard nationally (and internationally) recognized inverter equipment will be used for the project. The inverters will be stand-alone units that will operate in all conditions in a charge mode and discharge mode. The inverters will be controlled and monitored remotely, and on-site monitoring will also be provided as set forth in Section 3.8 below. On-site disconnects will be installed in case of an emergency or unscheduled maintenance. The inverters will be designed to last for no less than the full Term of this Agreement with proper preventive maintenance, scheduled maintenance, and occasional minor equipment overhauls.

The project's above-referenced telecommunication facilities will meet the communication requirements for interconnection and communication with the SCE/CAISO facilities and will support remote monitoring of project operations. To facilitate communication with SCE facilities, a fiber-optic cable will connect the project site switchyard with the SCE Nola Substation. Per utility interconnection regulations, a second, separate, redundant fiber-optic cable will be installed within the project site boundaries.

The project will use local exchange carrier services for telecommunication to support remote monitoring requirements. The project will connect to telecommunication fiber-optic lines owned and managed by local telecommunication providers.

The location of the project fiber optic cable lines (underground and overhead) will be substantially as shown in Exhibit "C." Installation of the underground fiber optic cable lines will require trenching and earthmoving activities within the West Griffith Street public right-of-way and will be contingent upon City granting an easement or license to SCE or Developer, as applicable, for the location of the fiber optic cable lines in the West Griffith Street public right-of-way in exchange for fair market value consideration pursuant to a written agreement, and all required City encroachment and excavation permits. Per the Conditions of Approval, no building permits shall issue for the project unless and until such easement or license agreement has been entered into.

The SCADA system, which uses (i) proprietary software, (ii) a fiber-optic transmission system, (iii) a telephone, radio, and/or microwave communication network, and (iv) other means of communication such as radio links and phase loop communication systems, will function as a remote start, stop, reset, and tag out for the facility, thus minimizing the labor and site diagnostic information generated from the panels. The SCADA system will also control the substation, allowing for fully-centralized operation of the project to meet all CAISO and utility interconnection requirements.

The proposed gen-tie line will start at the northeast portion of the project site, run east along the West Griffith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the project site, on the SCE Nola Substation property. Construction and installation of the gen-tie line will require trenching and earthmoving activities across West Griffith Street. SCE will construct, own, and operate the gen-tie line. To the extent the gen-tie line will be located in the West Griffith Street public right-of-way, SCE's construction and operation of the gen-tie line will be subject to SCE's existing franchise agreement with the City (City Ordinance No. 20; the "**Franchise Agreement**"). SCE will be also responsible for obtaining any and all required City and third party approvals and permits (including City encroachment and excavation permits, and easements from third parties as needed for areas outside the public right-of-way) for construction and operation of the gen-tie line. The final gen-tie line routing will be determined by SCE during its interconnection review process, subject to SCE obtaining all required permits and approvals and provided that if the final gen-tie line routing necessitates any modifications to this Agreement, the Project Development Approvals, the Subsequent Development Approvals and/or the Development Plan, such modifications shall be subject to processing and approval as provided in applicable provisions of this Agreement.

The project site will be accessed from existing project site driveways off South Broadway. A perimeter wall will be installed around the project site for safety and security purposes. Security cameras will be placed on-site and monitored 7 days per week, 24 hours per day.

Permanent motion-sensitive, directional security lights will be installed to provide adequate illumination around the substation area and points of ingress and egress. Additional lighting will provide operations and maintenance personnel with illumination for both normal and emergency conditions. Lighting on-site will be designed to provide the minimum illumination needed to achieve safety and security objectives. The lighting will be shielded and directed downward to minimize the potential for glare or spillover onto adjacent properties.

Stormwater treatment areas will be constructed along the northern and western boundaries of the project site (along South Broadway and West Griffith Street) to collect and treat all stormwater generated on the project site prior to being discharged into the adjacent municipal stormwater system, as detailed in the Stormwater Plan approved as part of the Development Plan.

Landscaping will be installed on the project site in accordance with the approved landscaping plan as part of the Development Plan. Landscaping will be provided along the northern and western boundaries of the project site.

The design of the BESS facility will comply with the National Fire Protection Association ("**NFPA**") 855 Code, which dictates specific fire access, protection, and suppression requirements to ensure the safe operation of the facility, and the applicable edition of the Los Angeles County Fire Code, as adopted by the City pursuant to Carson Municipal Code Section 3100, except as otherwise approved by the Los Angeles County Fire Department ("**LACFD**") pursuant to a request for modifications or alternative materials and methods ("AMMR") review. Additionally, the BESS will be Underwriters Laboratories Inc. (UL) certified and include built-in failsafe and cooling systems designed to prevent thermal runway (i.e., uncontrollable temperature increase) and the spread of fire. The site plan will be reviewed and approved by LACFD to ensure that the project meets applicable codes as referenced above, and any conditions of approval imposed or recommended by LACFD will be complied with. Without limitation of the foregoing, the project will comply with the LACFD AMMR Results Update issued on December 11, 2025, and as may be amended, for the subject project which is identified therein as EPIC-LA Plan Number FEPC2023-3504.

The physical construction/site activities of the project will last up to 10 months, not including commissioning. Construction activities will consist of: (1) demolition; (2) site preparation; (3) system installation; and (4) testing, commissioning, and cleanup. All existing structures within the project site will be demolished including a small building residing in the northwest portion of the site, and removal of several concrete soil bunkers scattered throughout the site. The on-site construction workforce will peak at several dozen individuals; however, the average daily workforce on-site during construction will be one to two dozen individuals, comprising construction, supervisory, support, and construction management personnel. Construction will be limited to the days/hours of Monday through Saturday between 7:00 a.m. and 7:00 p.m.

Once developed, the project will be monitored by a remote management system at all times, and by on-site monitoring as provided in Section 3.8 below. Remote access to battery status, meters, schedules, and other telemetry data will be available to off-site personnel. The facilities will operate year-round and will be available to receive or deliver energy 24 hours per day, 365 days per year.

Typical operations and maintenance activities that will occur on the project site will include on-site monitoring as provided in Section 3.8 below; liaison and remote monitoring administration and reporting; semi-annual and annual services; remote operations of batteries, inverters, substation, and site security and management; additional communication protocols; and repair and maintenance of the BESS, electrical transmission lines, and other project facilities. The electrical equipment and security will be automated and monitored remotely, and by on-site monitoring as provided in Section 3.8 below. The project site will mostly be unoccupied other than on-site monitoring as provided in Section 3.8 below, but will be visited periodically for equipment inspections, monitoring (beyond the standard on-site monitoring as provided in Section 3.8 below) and testing, and maintenance as needed. Periodically, batteries and various components will be replaced or renewed to ensure optimal performance. Replaced batteries and other hazardous waste will be disposed of in accordance with applicable state and federal laws and regulations.

(this Recital collectively, the "**Project**").

E. On April 13, 2023, Developer filed a development permit application with the City seeking Conditional Use Permit No. 1128-23 ("the **CUP**"), Design Overlay Review No. 1935-23 ("the **DOR**") and Development Agreement No. 33-23 (the "**DA**"), along with a project description for applicable CEQA review (collectively, the "**Development Application**").

F. City finds and determines that all actions required of City precedent to approval of this Agreement have been duly and regularly taken. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq*. ("**CEQA**"), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Project is a CEQA "project," and the City is the lead agency for review of the Project under CEQA. A Class 32 Categorical Exemption Memorandum was prepared and reviewed by the City as lead agency for the Project (the "**CatEx Memo**"). The CatEx Memo demonstrates that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (In-fill Development Projects), and no exception to the categorical exemption applies under CEQA Guidelines Section 15300.2, and that the Project is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3). . The CatEx Memo was prepared by the City's environmental consultant and independently reviewed by the City.

G. On Mar 10, 2026, the Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the Development Application for approval of this Agreement, the CUP, and the DOR (collectively the "**Entitlements**"), including the associated CEQA review. Following the hearing, on March 10, 2026, the Planning Commission adopted Resolution No. 26-2900 denying CUP No. 1128-23 and DOR No. 1935-23 and recommending that the City Council deny DA No. 33-23.

H. Developer timely appealed the Planning Commission's decision to the City Council via an appeal application submitted on March 23, 2026, pursuant to Carson Municipal Code Section 9173.4 (the "Appeal").

I. On May 5, 2026, the City Council, after provision of the public notice required by law, held a public hearing to consider the Appeal and the Planning Commission's recommendation for denial of DA No. 33-23. The City Council independently reviewed the proposed CEQA analysis and findings (including but not limited to the CatEx Memo) and the Project as a whole, and following the conclusion of the hearing on _____, 2026, introduced and conducted first reading of the Adopting Ordinance, and adopted Resolution No. 26-___, finding a Class 32 Categorical Exemption and a CEQA Guidelines Section 15061(b)(3) exemption from CEQA with respect to DOR No. No. 1935-23 and CUP No. 1128-23 and approving DOR No. 1935-23 and CUP No. 1128-23 subject to the Conditions of Approval, contingent upon adoption and effectiveness of the Adopting Ordinance. On _____ __, 2026, the City Council conducted second reading and adopted the Adopting Ordinance. The City Council 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.

J. *Adoption of DIF Program.* On April 16, 2019, the City Council adopted Ordinance No. 19-1931 to implement the City's Interim Development Impact Fee Program ("**DIF Program**") to establish an interim Development Impact Fee ("**DIF**") schedule applicable to new development within the City. DIFs are valuable tools to fund infrastructure needs associated with new/additional development within the City pursuant to Government Code Sections 66000 *et seq*. DIFs serve the purpose of allowing the City to recover from each new development project a reasonable and proportional share of the cost of public facilities and infrastructure improvements that serve or will benefit that development.

K. *Agreed-Upon Payment of DIF Amount.* City staff and its rate consultants have analyzed the draft "Development Impact Fee Study" and currently-available fee study data, and potential impacts upon public facilities and infrastructure attributable to the Project, in order to accurately estimate the DIFs that would be applicable to the Project. Project DIF amounts in this Agreement were estimated by reviewing the individual Project and its direct relationship to the impacts created by the Project, and the fees collected, and it was determined that the amounts of the fees are roughly proportional to the Project's specific impacts. Based on such analyses, the parties hereto mutually agree that Project impacts warrant a one-time DIF payment of $189,093.12, calculated at $3.68 per square foot for all square footage of Project battery enclosures (51,384 square feet), which amount is to be paid on or prior to the date of the final inspection or the date the certificate of occupancy is issued for the Project , whichever occurs first, and is subject to adjustment as set forth in Section 3.1 below depending on the timing of payment. All payments for DIFs pursuant to this Agreement are hereinafter referred to as the "**DIF Amount.**" The parties agree that such DIF Amount is (1) directly related to the impacts of the Project, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to the Project.

L. *CFD Formation.* On November 7, 2018, the City formed a Master CFD entitled City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) (the

"**Citywide CFD**"). Developer is not and will not be required to annex the Property into the Citywide CFD or to pay the special taxes that are imposed on properties which are annexed into the Citywide CFD.

M. *Developer's Interest in the Property*. Developer has a current leasehold interest in the Property, with the lease term having begun on September 1, 2022, commencing with an Initial Term which ends on September 1, 2026, followed by an Operational Term, with a duration of up to 27 years (consisting of a 12-year Term, plus options for three (3) five (5) year Extension periods) and any amendments thereto extending the Lease Term. As such, Developer possesses the requisite legal or equitable interest in the Property under Government Code Section 65865 that allows the Parties to enter into this Agreement.

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. _____ approving this Agreement, introduced on _____, 2026, and adopted on _____, 2026.

1.2 "**Agreement**" means this 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 (including the Conditions of Approval).

b. The Existing Land Use Regulations**.**

c. Subsequent Development Approvals.

d. Those Subsequent Land Use Regulations to which Developer has agreed in writing.

1.5 "**Approval Date**" means the date on which the City Council adopted the Adopting Ordinance. That date is _____, 2026.

1.6 "**CDTFA**" means the California Department of Tax & Fee Administration.

1.7 **"Citywide CFD"** shall have the meaning set forth in Recital J.

1.8 **"City**" means the City of Carson, a California charter city.

1.9 "**City Council**" means the City Council of the City of Carson.

1.10 "**CMC**" means the Carson Municipal Code.

1.11 "**Conditions of Approval**" means all conditions imposed on the Project by the City, including (without limitation) those recommended by the Los Angeles County Fire Department, as part of the approval of the Project.

1.12 "**Confirmed Sales Tax Revenue**" means all Sales Tax revenue collected by the City from the purchase or sale of Project batteries that City can reasonably confirm, pursuant to Section 3.3 of this Agreement, was generated for and collected by the City.

1.13 "**Developer**" means VESI 27 LLC, a Delaware limited liability company, and its successors and assigns to all or any part of the Property.

1.14 "**Developer's Vested Right**" means Developer's right to complete the Project in accordance with, and to the full extent of, the Project Development Approvals in accordance with the Existing Land Use Regulations.

1.15 **"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.

1.16 "**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 **"DIF(s)"** means Development Impact Fees agreed to by Developer pursuant to Section 3.1 hereof.

1.18 "**Director**" means the City's Community Development Director, or his or her designee.

1.19 "**Effective Date**" means the date on which the Adopting Ordinance becomes effective, typically thirty (30) days after the second reading of the Adopting Ordinance.

1.20 "**Entitlements**" means this Agreement, the CUP, and the DOR, including the associated CEQA review.

1.21 "**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 Detail of fiber optic cable line routes

1.22 "**Existing Land Use Regulations**" means (i) all Land Use Regulations in effect on the Approval 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.

1.23 "**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) Project 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.

1.24 **"Mortgage**" means a mortgage, deed of trust, or other security instrument encumbering the Property.

1.25 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

1.26 "**Project**" as described this Agreement, means the development of the Property as described in Recital D, consistent with and to the full extent of the Project Development Approvals and all applicable Land Use Regulations.

1.27 "**Project Development Approvals**" means all Project-specific approvals, including, but not limited to, the Entitlements (minus this Agreement), the Conditions of Approval, Project-specific plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental findings and assessments, and any amendments, addenda or modifications to those matters, which were applied for by Developer and are approved by City as required or permitted by the Applicable Laws in order for Developer to complete the Project, provided that those Project Development Approvals are consistent with Developer's Vested Right, this Agreement, and the Applicable Laws. The Entitlements (minus this Agreement), as examples of Project Development Approvals, have been or are anticipated to be approved, subject to the Conditions of Approval, prior to or in conjunction with the approval of this Agreement. "Project Development Approvals" do not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) legislative enactments, including this Agreement, or (iii) Land Use Regulations.

1.28 "**Property**" means the real property described in Exhibit "A" and shown in Exhibit "B."

1.29 "**Reservation of Authority**" means the limitations, reservations, and exceptions to Developer's Vested Right set forth in Article 5 of this Agreement.

1.30 "**Sales Tax**" means and includes both (i) the sales and use tax referenced in Chapter 1 of Article VI of the CMC and (ii) the transaction and use tax referenced in Chapter 1.5 of Article VI of the CMC.

1.31 "**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.

1.32 **"Subsequent Development Approvals"** means all Project-specific approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, any changes to the Project Development Approvals.

1.33 "**Term**" shall have the meaning ascribed to it in Section 2.1, unless earlier terminated as provided in this Agreement.

1.34 "**Commercial Operation Date" or "COD"** shall mean the date on which the Project is fully constructed, tested, and capable of operating on a continuous commercial basis, has passed final inspection, and has received all required approvals for interconnection and operation from the applicable utility and/or grid operator, including Southern California Edison, as evidenced by written confirmation provided to the City. COD shall not be deemed achieved until Developer provides written certification to the City, together with supporting documentation reasonably acceptable to the City, confirming satisfaction of the foregoing requirements.

2. TERM & GENERAL COVENANTS.

2.1 Term; Extensions.

a. **Initial Term.** The term of this Agreement (the "**Term**") starts on the Effective Date and unless extended pursuant to subsection (b) below, shall expire on either (i) March 1, 2047, or (ii) the date of expiration or termination of Developer's leasehold interest in the Property, whichever occurs sooner, subject to any early termination provisions described in this Agreement.

b. **Extensions.** Subject to any early termination provisions described in this Agreement and subject to expiration pursuant to clause (ii) of subsection (a) above, Developer shall have the option to extend the expiration date stated in clause (i) of subsection (a) above, to the extent it applies, in one-year increments (each, an "**Annual Extension Option**"), for a total of up to five (5) years (i.e., to as late as March 1, 2052). In order to exercise any Annual Extension Option, Developer must, no less than 30 days prior to the then-applicable stated expiration date: (i) give City written notice of Developer's intent to exercise the applicable Annual Extension Option; and (ii) make a lump sum payment to the City in the amount of $128,562.00 corresponding to the applicable Annual Extension Option ("the **Annual Extension Fee**").

For the avoidance of doubt, any Annual Extension Fee that may be paid by Developer pursuant to this subsection shall not be subject to refund or proration in the event this Agreement expires pursuant to clause (ii) of subsection (a) above or is terminated pursuant to any early termination provisions of this Agreement at any time after the corresponding Annual Extension Option period has begun.

2.2 Project Completion. Developer shall achieve the COD for the Project no later than five (5) years from the Effective Date. If Developer fails to achieve COD by such date, Developer shall pay to the City liquidated damages in the amount of $7,500 per day, for each day of delay, capped at a maximum of $2,500,000. City and Developer acknowledge and agree that it is impracticable or extremely difficult to determine what the actual damages to City would be for a violation of this requirement by Developer, and how those damages might be calculated; (ii) they have made a reasonable endeavor to estimate fair compensation for such a violation; and (iii) upon doing so, they have concluded that the foregoing liquidated damages amount represents a fair and reasonable estimate of such damages.

2.3 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.

2.4 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.

2.5 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.

3. DEVELOPER'S OBLIGATIONS.

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 the following:

3.1 Development Impact Fees. Developer shall make a one-time payment to the City for the DIF Amount of $189,093.12, calculated at $3.68 per square foot for all square footage of battery enclosures (51,384 square feet), which DIF Amount shall be adjusted as described in Section 3.1(a)-(b) below depending on the timing of payment. The Parties agree that the DIF Amount is (1) directly related to the impacts of the Project, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to the Project. Developer

agrees to release, defend, indemnify and hold the City harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, which may arise, directly or indirectly, from the City's determination, calculation, or imposition of, or Developer's agreement to pay, the DIF Amount.

a. **Timing of Payment of DIF Amount.** The DIF Amount is payable in full prior to issuance of a certificate of occupancy or up to twelve (12) months following the issuance of the building permit for the Project, whichever occurs first.

b. **DIF Amount Adjustments.** All DIF Amounts shall be adjusted annually in accordance with the State of California Construction Cost Index (prior March to current March adjustment) on July 1st of each year.

3.2 O&M Payment. Developer agrees to pay City a lump sum amount of $357,006 (the "O&M Payment") for general operations and maintenance expenses of the City. Developer shall make the O&M Payment in one lump sum to City prior to issuance of any building permits for the Project, and such payment is a condition precedent to such permit issuance. For the avoidance of doubt, the O&M Payment does not constitute and is not intended to pay the Citywide CFD special taxes.

3.3 Battery Fee. Developer shall pay City a "Battery Fee" in an amount equal to the sum of $1,487,500 (the "**Maximum Battery Fee Amount**") less the total amount of Confirmed Sales Tax Revenue collected by the City, subject to a guaranteed minimum of $250,000 (the "**Minimum Battery Fee Amount**"). Within thirty (30) days of the Effective Date, Developer shall pay City the Minimum Battery Fee Amount via wire transfer. Prior to the issuance of any demolition, grading or building permits, Developer shall provide City with a bond, on a form reasonably acceptable to the Director and City Attorney, securing payment of the Battery Fee, in an amount equal to the Maximum Battery Fee Amount less the Minimum Battery Fee Amount (the "**Bond**"), and the issuance and effectiveness of such Bond shall be a condition precedent to such permit issuance. The Bond shall 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 Bond shall be unconditional and remain in force during the entire term of this Agreement until released pursuant to Section 3.3(a), below, and shall be binding on the successors-in-interest of the obligor/principal (i.e., Developer) and surety. The Bond shall be issued by a company 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 having a financial category Class VII or better, and shall provide for the City to receive at least 30 days' prior notice from the surety, via the means specified in Section 13.2, below, of any impending cancellation or lapse in effectiveness of the Bond due to nonpayment of premiums or any other reason.

a. **Confirmed Sales Tax Revenue; Effect on Battery Fee**. No later than sixty (60) days after the expiration of time for Developer to provide City comments on the Confirmed Sales Tax Revenue Determination pursuant to subsection (b) below, City shall calculate the amount of the Battery Fee by subtracting the Confirmed Sales Tax Revenue from the Maximum Battery Fee Amount (except that in no event shall the Battery Fee be reduced below the Minimum Battery Fee Amount) and notify Developer in writing of same

(the "**Battery Fee Notice**"). If the Battery Fee in the Battery Fee Notice is equal to the Minimum Battery Fee Amount, then no later than thirty (30) days following the date the Battery Fee Notice is delivered to Developer and Developer's subsequent written request, City shall release or authorize cancellation of the Bond. If the Battery Fee in the Battery Fee Notice is greater than the Minimum Battery Fee Amount, within sixty (60) days of receipt of the Battery Fee Notice, Developer shall pay to City the amount of the Battery Fee less the Minimum Battery Fee Amount. Notwithstanding any other provision of this Agreement, in the event Developer fails to timely pay said amount, City shall have the right to immediately call and receive the proceeds of the Bond in an amount reflective of the Confirmed Sales Tax Revenue. No final Certificate of Occupancy shall issue until the Battery Fee has been paid in full. A temporary Certificate of Occupancy ("TCO") may issue prior to the Battery Fee being paid in full provided (without limitation as to other applicable requirements for issuance of a TCO or payment of the Battery Fee) Developer demonstrates to the satisfaction of the Director that the Bond is and will be effective and binding on Developer and any premiums are paid for at least one year beyond the date of issuance of the TCO. If a TCO issues prior to the Battery Fee being paid in full pursuant to this paragraph, then the maximum cumulative term (i.e., total duration) of effectiveness of the TCO shall not exceed one year; if one year of cumulative effectiveness of the TCO elapses without issuance of a final Certificate of Occupancy and the Battery Fee has not been paid in full, then (i) the City may immediately revoke Developer's business license and not reinstate it until the Battery Fee is paid in full, and (ii) the TCO will immediately and automatically lapse and terminate and full payment of the Battery Fee shall be required as a pre-requisite to any further, extended or renewed effectiveness of the TCO or any issuance of a final Certificate of Occupancy. No later than thirty (30) days following such payment by Developer and Developer's written request, City shall release or authorize cancellation of the Bond.

b. **Tracking of Battery Fee**. No later than forty-five (45) days following the filing with the CDTFA of the Sales Tax return that reports sales tax on the sale of the Project batteries to Developer, Developer will provide City with copies of all information that Developer considers reasonably relevant to determining the Confirmed Sales Tax Revenue, which shall include, without limitation, (i) invoices for the purchase of the Project batteries reflecting the amount of Sales Tax charged, (ii) evidence of payment of the invoice amount to the retailer of the Project batteries, (iii) all Sales Tax returns filed with the CDTFA related to the sale and purchase of Project batteries, (iv) identification of the accounts that are or will be reporting the Sales Tax related to the sale and purchase of the Project batteries, and (v) evidence of remittance to the CDTFA of the amount reflected as due on the Sales Tax Returns (provided Developer shall have the right to first redact any portions of such documents which are privileged or which are not relevant to determining the Confirmed Sales Tax Revenue). Within one hundred eighty (180) days of receipt of such information from Developer,

City, with cooperation from Developer as may be reasonably requested by City, will undertake a reasonable and good faith analysis of the Sales Tax returns and other information provided by Developer, together with any other information reasonably deemed relevant by City, and will thereby ascertain the Confirmed Sales Tax Revenue and notify Developer in writing of such determination (the "**Confirmed Sales Tax Revenue Determination**"). In the event the Confirmed Sales Tax Revenue is less than the Maximum Battery Fee Amount, such Confirmed Sales Tax Revenue Determination shall describe in detail the information relied upon by the City in calculating the Confirmed Sales Tax Revenue and, upon request by Developer, City shall provide such information to Developer (to the extent such information was not provided to City by Developer and such disclosure is not prohibited by law). Developer shall have thirty (30) days following the later of (i) receipt of the Confirmed Sales Tax Revenue Determination, or (ii) receipt of the information requested from City pursuant to this subsection (b), to provide any comments or additional information to City regarding the determination of the Confirmed Sales Tax Revenue, which information the City shall consider in good faith.

c. For the avoidance of doubt, the foregoing relates only to the determination of the amount of the Battery Fee; in all circumstances, in addition to the Battery Fee, City shall be entitled to all Sales Tax revenue generated to the City from the Project, irrespective of the amount of Confirmed Sales Tax Revenue and/or the amount of the Battery Fee.

3.4 Pre-Operation Safety Meetings. At least 30 days prior to issuance of a certificate of occupancy for the Project, Developer shall conduct two safety meetings, to be held at least 30 days apart from one another, in coordination with the Los Angeles County Fire Department for the benefit of the public as it relates to the presence and operation of the Project on the Property. The safety meetings shall cover, without limitation, alarm protocols, evacuation routes, and battery energy storage safety basics. The meetings shall be open for the public to attend, and Developer shall provide mailed written notice to the City and all properties within a 2,500 radius of the Property at least 10 days prior to each meeting.

3.5 Annual Safety Meetings. After issuance of a certificate of occupancy for the Project, on an annual basis throughout the life of Project operations, Developer shall conduct a safety meeting in coordination with the Los Angeles County Fire Department for the benefit of the public as it relates to the presence and operation of the Project on the Property. The annual meetings shall be open for the public to attend, and Developer shall provide mailed written notice to the City and all properties within a 2,500 radius of the Property at least 10 days prior to each annual meeting.

3.6 Emergency Evacuation Plan. Prior to issuance of a certificate of occupancy for the Project, Developer shall prepare a comprehensive written emergency evacuation plan, detailing protocol, processes and procedures for evacuating affected areas as necessary to protect public health and safety in the event of a fire, explosion or other incident at the Project site during Project operations. The plan shall include, without limitation, primary and secondary evacuation routes, staging areas, traffic control, and emergency communication protocols. Developer shall submit the

plan to the Los Angeles County Fire Department and the Los Angeles County Sheriff's Department, and must obtain both agencies' approval of the plan and submit to the City a copy of the approved plan, together with proof of such agencies' approval thereof, prior to issuance of a certificate of occupancy for the Project.

3.7 Telephone Hotline. Prior to issuance of a certificate of occupancy for the Project, Developer shall establish a telephone hotline, which shall be monitored and responded to by Developer at all times throughout the life of Project operations, for members of the public and the City to call to ask questions, make comments, submit complaints, or report safety concerns related to the Project operations. The existence of the telephone hotline and the associated telephone number shall be publicized and made publicly available by the Developer. The City may also publicize and make publicly available the existence of the telephone hotline and the associated telephone number as Developer's telephone hotline, and may call the telephone hotline for its intended purposes, but the City shall bear no responsibility whatsoever related to the telephone hotline, the associated telephone number, or the calls thereto.

3.8 On-Site Project Monitoring. Developer shall maintain at least one employee on-site at all times throughout the life of Project operations to provide on-site monitoring of the Project, which shall be in addition to the above-referenced remote Project monitoring activities, to help ensure early detection and prevention of any fires, explosions, toxic releases, or other hazardous or emergency incidents at the Property, and to help ensure that appropriate corrective/mitigating action and notification, alarm and/or evacuation measures are taken without delay if and when such an incident occurs.

3.9 High School Summer Internships. Developer shall pay the City $40,000 annually for the term of this Agreement, with the first payment due prior to issuance of building permits for the Project, to provide funding for the City to establish and maintain (potentially in partnership with relevant local private companies) a program of paid summer internships for high school students enrolled in schools located in the City of Carson, which internships shall be focused on renewable energy, battery technology and zero-emission systems.

3.10 Towne Avenue Elementary School Community Gardens. Developer shall pay the City $25,000 annually for the term of this Agreement, with the first payment due prior to issuance of building permits, to provide funding for the City to establish and maintain community gardens and environmental education programs at or in partnership with Towne Avenue Elementary School. If so directed by the City in any given year, Developer shall make the annual payment directly to Towne Avenue Elementary School.

3.11 Youth Sports Programming. Developer shall pay the City $30,000 annually for the term of this Agreement, with the first payment due prior to issuance of building permits, to provide funding for the youth sports programming of the City's Community Services Department.

3.12 Carson Experience. Developer shall make a one-time contribution in the amount of $100,000 in sponsorship of the Carson Experience in connection with the Los Angeles 2028 Olympic Games-related events that will occur in the City.

3.13 Costs of Incident Responses to Property. Developer shall be responsible to reimburse the City for its costs of all law enforcement, public safety and fire department responses (e.g., City Public Safety & Emergency Management Department, Los Angeles County Sheriff's

Department as contracted by City, Los Angeles County Fire Department as contracted by City) to the Property throughout the life of Project operations. This includes responses to specific incidents occurring at the Property as well as the City's incremental costs of increasing the level of services provided or contracted for by the City as reasonably determined necessary by the City as a result of the Project. This also includes costs of temporary relocation of residents in the event that any City residents are required to evacuate and remain out of their residences for one or more nights due to an incident occurring at the Project Site. Prior to issuance of a certificate of occupancy for the Project, Developer shall submit to City an advance deposit in the amount of $500,000, to be held by the City in a separate account and applied toward these obligations, and Developer shall thereafter replenish the deposit as requested by the City in writing, within 10 days of City's request, as necessary to maintain a minimum deposit balance of no less than $250,000. Any deposit balance remaining unspent at the end of the life of Project operations shall be refunded to Developer within 30 days of Developer's written request to City therefor. City shall keep an accounting of the deposit amounts which have been paid to City by Developer pursuant to this section. Upon written request, City shall provide an account summary of the account to Developer, which shall include descriptions of the City costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section. Developer may question or challenge any City costs set forth in the accounting and may appeal same to the City Council.

3.14 Point of Purchase and Sale of Electricity. Developer shall pay the City an amount equivalent to $1.50 for each megawatt-hour (MWh) of electricity transferred to or from the Project. Payments shall be made annually, with the first annual payment due within 15 days of the first anniversary of the COD (the "**Due Date**"), for the first one-year period commencing from the COD, and subsequent annual payments due on each anniversary of the Due Date for the subsequent one-year periods, respectively. Commencing on the first anniversary of the COD, and on each anniversary thereafter, the above-referenced per-megawatt-hour rate shall increase by 3%, compounded year over year. Notwithstanding the foregoing, the total annual payment required pursuant to this Section shall be capped at $1,500,000 in any given one-year payment period. Payments made under this Section shall be used by the City for public health, safety and welfare purposes, in the City's sole discretion.

3.15 Perimeter Wall Height. The perimeter wall that will be installed around the Project site for safety and security purposes shall be 13' in height, increased from the 10' that was previously proposed or recommended for the Project.

3.16 Investment Tax Credit Participation. Developer shall pay to City an amount equal to one and one-half percent (1.5%) of any net proceeds generated or received by Developer from any sale, transfer or other monetization of any federal Investment Tax Credits (ITC) associated with the Project. Payment(s) shall be made within sixty (60) days of any ITC sale, transfer or other monetization, together with notice of the transaction, a statement of the full monetization amount, and any other information that may be requested by the City Manager or designee as necessary to enable the City to verify compliance with this section.

3.17 Decommissioning; Security. At the end of Project life, Developer shall promptly decommission and remove the Project and all Project-related facilities from the Property. Prior to COD, Developer shall post a cash-funded bond or irrevocable letter of credit in an amount equal

to 100% of the estimated cost to decommission and remove the Project and all Project-related facilities, as determined by the City Engineer or designee. No parent company guarantee will suffice to satisfy this obligation. The estimated cost, once initially determined, shall automatically increase annually by 3%, and shall be recalculated by the City Engineer or designee every 5 years.

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 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 structures, 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 of this Agreement, 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.

4.4 Apportionment. Developer shall have the right to apportion the uses and intensities 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. 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 or structure 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 authority pursuant to the Existing Land Use Regulations, 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 or structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project.

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 Developer 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 Project Development Approvals or Subsequent 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 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 applicable City-wide as of the date a complete application is submitted for City plan check for each required Project building permit.

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.

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 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 of this Agreement, 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 Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24.

5.7 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 represents and warrants to the City that it will hire no less than 150 union carpenters for construction of the Project. 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, sellers 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 5.7 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

5.8 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.

5.9 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, 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 April 13, 2023 ("**Reimbursement Agreement**"), 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. **General Charges**. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property, excluding the Citywide CFD special taxes:

(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 existing or future fees or assessments imposed on an area-wide basis (such as landscape and lighting assessments and community services assessments other than Citywide CFD special taxes);

(iv) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.

(v) 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.

5.10 Inconsistencies. It is expressly agreed that in the event of any clear and explicit conflict between the provisions or conditions of the Existing Land Use Regulations, this Agreement, and the Project Development Approvals, then the provisions or conditions of the following shall prevail in this order: (a) this Agreement; (b) Project Development Approvals, except that any more restrictive Conditions of Approval shall prevail over any conflicting provisions of this Agreement; (c) Existing Land Use Regulations that are subject to Developer's Vested Right.

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 City or

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. 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. Neither Party hereto shall be liable, whether in contract, tort or otherwise, for payment of any special, indirect, punitive, incidental, consequential, or exemplary damages arising out of this Agreement, including but not limited to loss of business opportunity or profit, loss of use, loss of goodwill or business stoppage, even if a Party knew or should have known of the possibility of such damages, except nothing in this sentence shall be construed to limit or curtail in any way Developer's obligations pursuant to Articles 8 or 9 of this Agreement. Developer acknowledges its 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 shall not affect either party's rights or obligations with respect to any Development Approval granted prior to such termination.

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 as provided in Section 1.1 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, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development or operation of the Project, and (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.

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, upon receipt of an itemized invoice/statement from the City showing such estimate. 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 or 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 of 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.

8.7 If a Claim covered by this Article 8 also constitutes a "Claim or Liability" for which Developer is obligated to indemnify, defend and hold harmless the City pursuant to Article 9 of the Reimbursement Agreement, then the provisions of this Article 8 shall supersede and prevail over said Reimbursement Agreement provisions to the extent of any conflict related to the required procedures for defense or indemnification of the Claim.

9. INSURANCE.

9.1 Types of Insurance.

a. **General 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, commercial general liability insurance against claims and liability for bodily 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 per occurrence, and at least $5,000,000 for Products and

Completed Operations, and $10,000,000 in the general aggregate and Products and Completed Operations Aggregate. Limits can be attained with the purchase of an excess/umbrella policy.

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. Limits can be attained with a combination of primary policy and excess/umbrella.

d. **Pollution Liability Insurance**. Environmental Impairment Liability Insurance shall be written on a Pollution Liability form or other form acceptable to City's Risk Manager 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 $5,000,000 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) 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. **Marine Insurance**. The insurance shall cover physical loss or damage to the materials, equipment, machinery, supplies and other items for incorporation or consumption in the Project occurring during transportation thereof to the Property or its vicinity, from warehouse to warehouse. Up to $40,000,000 each and every loss any one conveyance and/or interim storage location as per "storage" extension within the policy. From the commencement date of the first shipment of property to the Site until the completion of all shipments of property to the Site, including materials, equipment, machinery, spares, supplies and other items for the Plant and the Interfaces.

g. **Commercial General and Professional Liability Insurance; Contractors.** Developer represents and warrants it will contract out all Project design work. Developer further represents and warrants that all of its contractors and consultants are and will continue to be, until completion of their respective work/services and for such period thereafter as may be reasonably required by the City's Risk Manager, insured through their own Commercial General and Professional liability insurance policies appropriate to the relevant profession for all Project design work, with limits no less than (i) $2,000,000 per claim and in the aggregate for Professional liability, and (ii) $1,000,000 each occurrence (combined single limit for bodily injury and property damage) and $2,000,000 general aggregate for Commercial General liability. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The insurance required by this Agreement shall be applicable to claims based upon, arising out of or related to services performed under this Agreement.

h. **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.

i. **Contractors/Subcontractors.** 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. Notwithstanding the foregoing, the City's Risk Manager may waive Professional Liability or Pollution Liability insurance requirements for a given subcontractor if the Risk Manager determines the subcontractor's scope of work does not necessitate such insurance requirements.

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 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 Workers' Compensation and Professional Liability, and 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, within ninety (90) days after the Effective Date.

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 The parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed, of trust or other security device securing financing with respect to the Property. 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 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 the Property made in good faith and for value, unless otherwise required by law.

10.3 The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part thereof, 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 Developer in the performance of 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 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 the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, 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 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, and (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. 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, if Developer should seek the Assignment prior to making the payments to City pursuant to Sections 3.1, 3.2 or 3.3, then Developer must make such payments to City prior to completion of the Assignment. Developer making these payments will be a condition precedent to the Director providing consent to the Assignment.

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 reasonably 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 a deed of trust to secure the funds necessary, but not to exceed the amounts reasonably required, for land acquisition, construction, and/or permanent financing of any portion of the Project.

d. The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.

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 or the Project Development Approvals.

12.2 Procedure and Requirements for Amendments to Development Agreement. 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 and 65868. City will process any amendment 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. Except as expressly set forth 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.

12.3 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 Project Development Approvals, minor modifications to the Project Development Approvals, the Subsequent Development Approvals, and/or the Development Plan shall be made ministerially, with the approval of the Director. The determination of whether a requested or proposed modification constitutes a minor modification shall be made by the Director in his or her sole discretion, except that minor modifications shall not include any modifications that the Director determines extend beyond the intent of the original approval, and modifications meeting any of the following criteria shall not be deemed to constitute minor modifications: (i) modifications that change the proposed uses analyzed in the CatEx Memo; (ii) modifications that increase the total amount of battery enclosure square footage within the Project by more than ten percent (10%); (iii) modifications that increase building/structure heights within the Property in comparison to what was identified on the Development Plan; (iv) modifications that substantially deviate from the design, location or specifications of the fiber optic cable lines as set forth in the Development Plan or Exhibit "C"; or (v) other modifications that involve any deviation of architectural design or details that is not in substantial conformance with the Project Development Approvals.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation. 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.

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, or email (for attorney copies if specified below). 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 Developer: VESI 27 LLC
6884 Sierra Center Parkway
Reno, NV 89511

With copy to: Legal Department
ContractNotices@ormat.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 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.

13.5 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.6 Survival. Without limitation as to Section 8.6 and any other provision where the context so indicates, the provisions set forth in Sections 3.2, 3.5, 3.7, 3.8, 3.13, 3.14, 3.16 and 3.17 of this Agreement shall survive expiration or sooner termination of this Agreement for any reason other than a default by City.

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 federal, state and local laws and regulations, including the City's Municipal Code.

13.22 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. Developer 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. Developer 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. Developer 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.

13.23 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
[brj]

DEVELOPER

VESI 27 LLC, a Delaware limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

DEVELOPER SHALL PROVIDE CITY WITH COPIES OF APPROPRIATE DOCUMENTS EVIDENCING AUTHORITY OF SIGNATORIES TO EXECUTE AND BIND DEVELOPER. DEVELOPER'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 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_____

_____

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"

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:

The westerly 750.97 feet of Lot 119 of Tract 4671, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 56, Pages 30 and 31 of Maps, in the office of the County Recorder of said County.

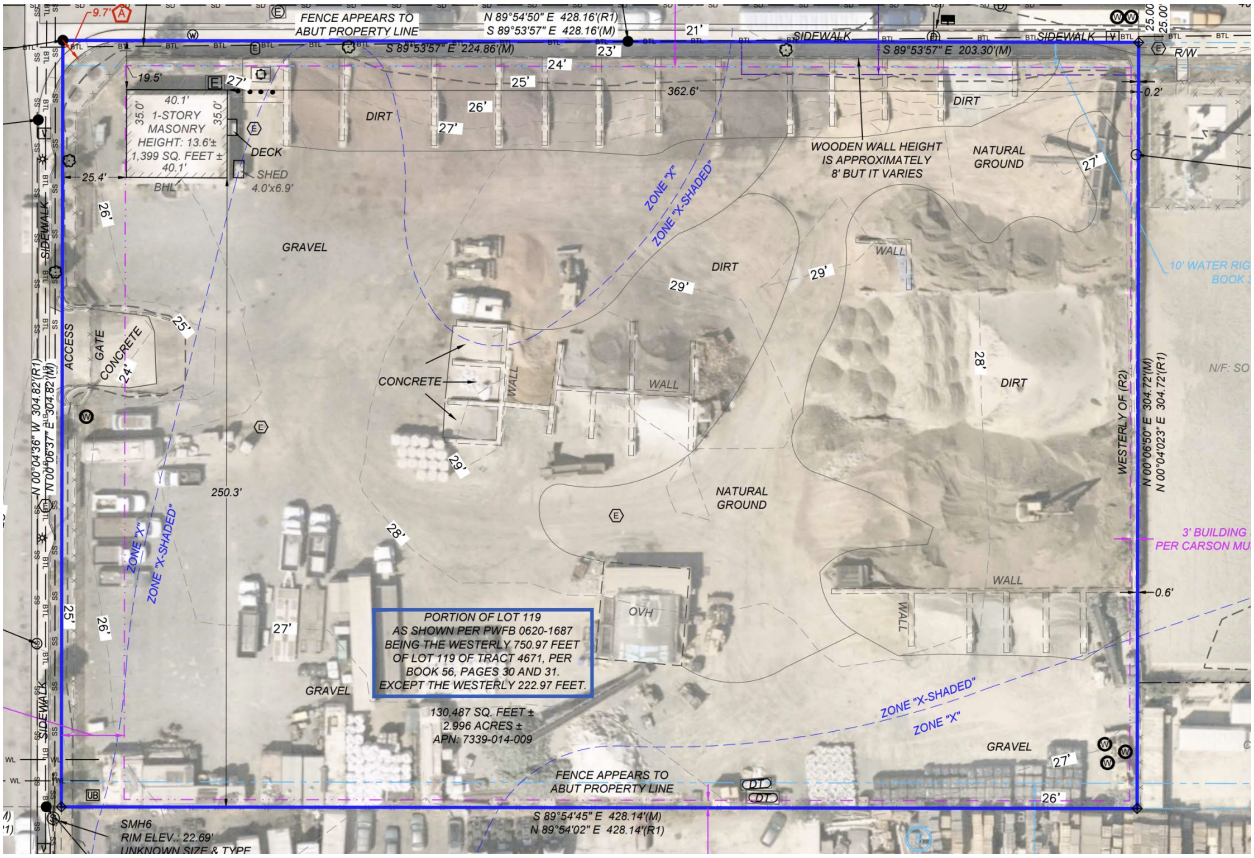
Except therefrom the westerly 222.97 feet thereof.

Also except therefrom the easterly 100 feet of the westerly 322.97 feet as per final judgment, Case No 274,177 recorded in Book 12339, Page 97 of official records in said County.

APN: 7339-014-009

EXHIBIT "B"

DEPICTION OF THE PROPERTY



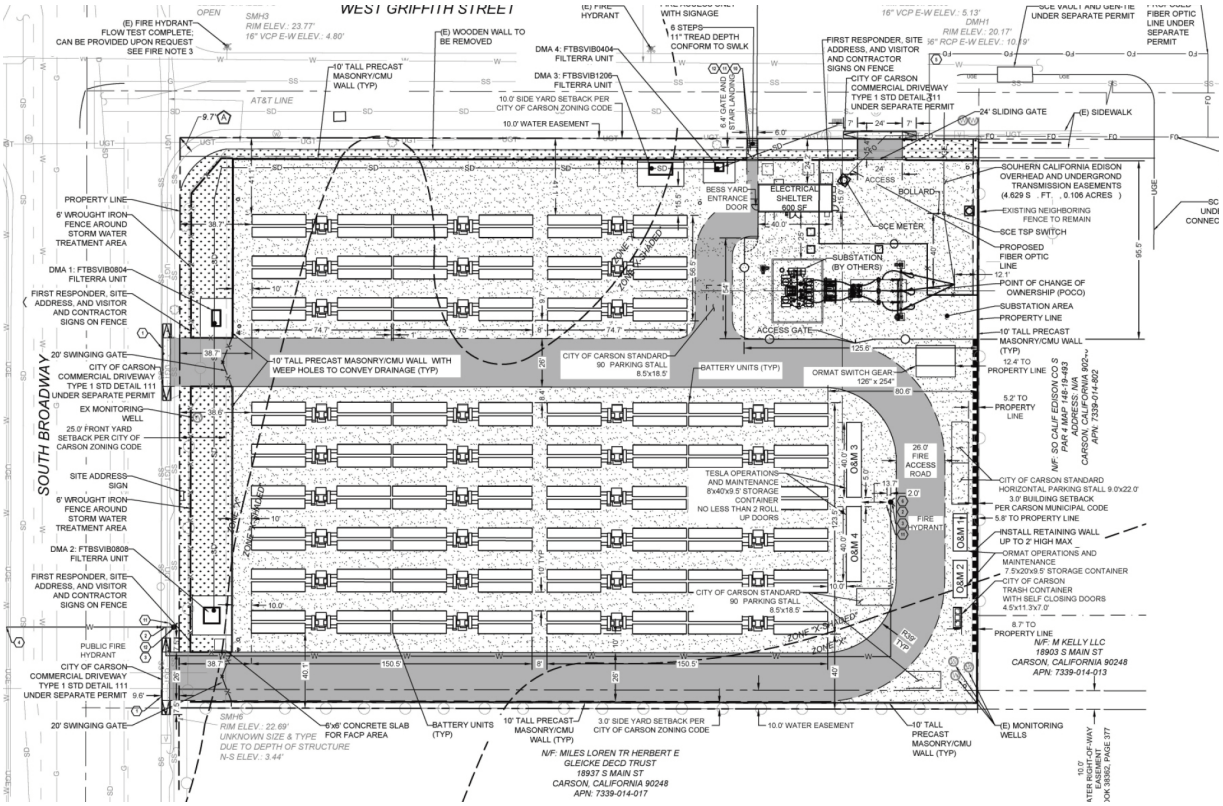

WEST GRIFFITH STREET
SOUTH BROADWAY
(E) FIRE HYDRANT FLOW TEST COMPLETE; CAN BE PROVIDED UPON REQUEST SEE FIRE NOTE 3
(E) WOODEN WALL TO BE REMOVED
10' TALL PRECAST MASONRY/CMU WALL (TYP)
AT&T LINE
10.0' SIDE YARD SETBACK PER CITY OF CARSON ZONING CODE
10.0' WATER EASEMENT
DMA 4: FTBSVIB0404 FILTERRA UNIT
DMA 3: FTBSVIB1206 FILTERRA UNIT
6 STEPS 11" TREAD DEPTH CONFORM TO SWLK
FIRST RESPONDER, SITE ADDRESS, AND VISITOR AND CONTRACTOR SIGNS ON FENCE
CITY OF CARSON COMMERCIAL DRIVEWAY TYPE 1 STD DETAIL 111 UNDER SEPARATE PERMIT
24' SLIDING GATE
(E) SIDEWALK
SCE VAULT AND GEN-TIE UNDER SEPARATE PERMIT
FIBER OPTIC LINE UNDER SEPARATE PERMIT
PROPERTY LINE
6' WROUGHT IRON FENCE AROUND STORM WATER TREATMENT AREA
DMA 1: FTBSVIB0804 FILTERRA UNIT
FIRST RESPONDER, SITE ADDRESS, AND VISITOR AND CONTRACTOR SIGNS ON FENCE
20' SWINGING GATE
CITY OF CARSON COMMERCIAL DRIVEWAY TYPE 1 STD DETAIL 111 UNDER SEPARATE PERMIT
EX MONITORING WELL
25.0' FRONT YARD SETBACK PER CITY OF CARSON ZONING CODE
SITE ADDRESS SIGN
6' WROUGHT IRON FENCE AROUND STORM WATER TREATMENT AREA
DMA 2: FTBSVIB0808 FILTERRA UNIT
FIRST RESPONDER, SITE ADDRESS, AND VISITOR AND CONTRACTOR SIGNS ON FENCE
PUBLIC FIRE HYDRANT
CITY OF CARSON COMMERCIAL DRIVEWAY TYPE 1 STD DETAIL 111 UNDER SEPARATE PERMIT
20' SWINGING GATE
BESS YARD ENTRANCE DOOR
ELECTRICAL SHELTER 600 SF
24' ACCESS
BOLLARD
SCE METER
SUBSTATION (BY OTHERS)
ACCESS GATE
SOUHERN CALIFORNIA EDISON OVERHEAD AND UNDERGROND TRANSMISSION EASEMENTS (4.629 S . FT. , 0.106 ACRES)
EXISTING NEIGHBORING FENCE TO REMAIN
SCE TSP SWITCH
PROPOSED FIBER OPTIC LINE
POINT OF CHANGE OF OWNERSHIP (POCO)
SUBSTATION AREA
PROPERTY LINE
10' TALL PRECAST MASONRY/CMU WALL (TYP)
10' TALL PRECAST MASONRY/CMU WALL WITH WEEP HOLES TO CONVEY DRAINAGE (TYP)
CITY OF CARSON STANDARD 90 PARKING STALL 8.5'x18.5'
BATTERY UNITS (TYP)
ORMAT SWITCH GEAR 126' x 254'
12.4' TO PROPERTY LINE
5.2' TO PROPERTY LINE
N/F: SO CALIF EDISON CO S PAR 4 MAP 148-19-493 ADDRESS: N/A CARSON, CALIFORNIA 902** APN: 7339-014-902
TESLA OPERATIONS AND MAINTENANCE 8'x40'x9.5' STORAGE CONTAINER NO LESS THAN 2 ROLL UP DOORS
26.0' FIRE ACCESS ROAD
O&M 1
O&M 2
O&M 3
O&M 4
FIRE HYDRANT
CITY OF CARSON STANDARD HORIZONTAL PARKING STALL 9.0'x22.0'
3.0' BUILDING SETBACK PER CARSON MUNICIPAL CODE
5.8' TO PROPERTY LINE
INSTALL RETAINING WALL UP TO 2' HIGH MAX
ORMAT OPERATIONS AND MAINTENANCE 7.5'x20'x9.5' STORAGE CONTAINER
CITY OF CARSON TRASH CONTAINER WITH SELF CLOSING DOORS 4.5'x11.3'x7.0'
8.7' TO PROPERTY LINE
N/F: M KELLY LLC 18903 S MAIN ST CARSON, CALIFORNIA 90248 APN: 7339-014-013
ZONE "X" SHADED
ZONE "X"
SMH3 RIM ELEV.: 23.77' 16" VCP E-W ELEV.: 4.80'
SMH1 RIM ELEV.: 20.17' 16" RCP E-W ELEV.: 10.19'
16" VCP E-W ELEV.: 5.13'
SMH6 RIM ELEV.: 22.69' UNKNOWN SIZE & TYPE DUE TO DEPTH OF STRUCTURE N-S ELEV.: 3.44'
6'x6' CONCRETE SLAB FOR FACP AREA
BATTERY UNITS (TYP)
10' TALL PRECAST MASONRY/CMU WALL (TYP)
3.0' SIDE YARD SETBACK PER CITY OF CARSON ZONING CODE
10.0' WATER EASEMENT
10' TALL PRECAST MASONRY/CMU WALL (TYP)
(E) MONITORING WELLS
N/F: MILES LOREN TR HERBERT E GLEICKE DECD TRUST 18937 S MAIN ST CARSON, CALIFORNIA 90248 APN: 7339-014-017
10.0' WATER RIGHT-OF-WAY AND EASEMENT BOOK 38362, PAGE 377

EXHIBIT "C"

FIBER OPTIC CABLE LINE ROUTES

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

DEVELOPMENT AGREEMENT NO. 33-23

This Development Agreement ("Agreement") is entered into on the ____ day of _____, 2026 ("**Execution Date**"), by and between the City of Carson, a charter city in the State of California ("**City**"), and VESI 27 LLC, a Delaware limited liability company ("**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.* The 3.00-acre property is currently vacant and is surrounded by other mixed industrial uses, and is located at 18800 South Broadway Avenue in the City of Carson, County of Los Angeles, State of California (Assessor's Parcel Number 7339-014-009), legally described in Exhibit "A" and depicted in Exhibit "B" attached hereto, which exhibits are incorporated herein (the "**Property**"). The General Plan land use designation for the Property is Heavy Industrial and the Property is zoned MH-D (Manufacturing Heavy – Design Overlay). The Southern California Edison ("**SCE**") Nola Substation is located directly adjacent to the east of the Property, in the City of Carson.

D. *The Project.* Developer will demolish the existing industrial/topsoil supplier facility and construct a utility-scale, 100-megawatt Battery Energy Storage System (BESS) and associated infrastructure. Lithium-ion batteries will be stored within modular outdoor enclosures, and power that is released or captured by the batteries will be transferred to and from the SCE Nola Substation via an underground 66-kilovolt generation transmission ("**gen-tie**") line as further detailed below.

The facility will provide a service by receiving energy (charging) from the SCE transmission system, storing the energy, and then later delivering energy (discharging) back to SCE Nola Substation. In general, the California Independent System Operator ("**CAISO**") will dispatch the system to both place energy onto the grid (discharge) during times of high load and to take energy off the grid (charge) in times of low load relative to generation. However, SCE may have different requirements for when to dispatch the system, potentially dictated by the status of critical equipment that comprises the grid.

The project consists of (i) the batteries installed in racks located in prefabricated outdoor enclosures, each housing internal racks and system control modules, thermal management, and communication systems, (ii) inverters, (iii) medium-voltage transformers, (iv) switchgear, (v) a collector substation, and (vi) other associated equipment, as further detailed below. The battery modules will be delivered to the site preassembled and moved into place by forklifts or cranes. These modules will be connected in parallel to aggregate the required energy capacity.

More specifically, the project will include the following components: (i) an energy storage facility that will provide energy storage capacity and dispatch for the electric grid; (ii) a battery management system to control the charging/discharging of the batteries, along with temperature monitoring and control of the individual battery cell temperature with an integrated cooling system; (iii) power inverters to convert between AC and DC, along with transformers that will step up the voltage; (iv) telecommunication equipment, including underground and overhead fiber optics or Supervisory Control and Data Acquisition ("**SCADA**"); (v) on-site access driveways, perimeter security fencing, and nighttime directional lighting; (vi) a gen-tie line to transfer power between the SCE Nola Substation and the project, as detailed below.

The medium-voltage transformers, inverters, switchgear, electronic switchboards, and additional electrical equipment will be installed outside the BESS enclosures. Underground wires and cabling will run from the battery enclosures to a concrete head, housing the inverters and medium-voltage transformers. All electrical equipment will be housed in appropriately rated National Electrical Manufacturers Association enclosures. All outside electrical cabling will run underground. Underground wires and cabling will run from the medium-voltage transformers to the collector substation. The collector substation will be located on the northeastern portion of the parcel on approximately 9,400 square feet (approximately 0.22 acre) of ground. Components will include a main power transformer, control house, and switchgear.

Industry-standard nationally (and internationally) recognized inverter equipment will be used for the project. The inverters will be stand-alone units that will operate in all conditions in a charge mode and discharge mode. The inverters will be controlled and monitored remotely, and on-site monitoring will also be provided as set forth in Section 3.8 below. On-site disconnects will be installed in case of an emergency or unscheduled maintenance. The inverters will be designed to last for no less than the full Term of this Agreement with proper preventive maintenance, scheduled maintenance, and occasional minor equipment overhauls.

The project's above-referenced telecommunication facilities will meet the communication requirements for interconnection and communication with the SCE/CAISO facilities and will support remote monitoring of project operations. To facilitate communication with SCE facilities, a fiber-optic cable will connect the project site switchyard with the SCE Nola Substation. Per utility interconnection regulations, a second, separate, redundant fiber-optic cable will be installed within the project site boundaries.

The project will use local exchange carrier services for telecommunication to support remote monitoring requirements. The project will connect to telecommunication fiber-optic lines owned and managed by local telecommunication providers.

The location of the project fiber optic cable lines (underground and overhead) will be substantially as shown in Exhibit "C." Installation of the underground fiber optic cable lines will require trenching and earthmoving activities within the West Griffith Street public right-of-way and will be contingent upon City granting an easement or license to SCE or Developer, as applicable, for the location of the fiber optic cable lines in the West Griffith Street public right-of-way in exchange for fair market value consideration pursuant to a written agreement, and all required City encroachment and excavation permits. Per the Conditions of Approval, no building permits shall issue for the project unless and until such easement or license agreement has been entered into.

The SCADA system, which uses (i) proprietary software, (ii) a fiber-optic transmission system, (iii) a telephone, radio, and/or microwave communication network, and (iv) other means of communication such as radio links and phase loop communication systems, will function as a remote start, stop, reset, and tag out for the facility, thus minimizing the labor and site diagnostic information generated from the panels. The SCADA system will also control the substation, allowing for fully-centralized operation of the project to meet all CAISO and utility interconnection requirements.

The proposed gen-tie line will start at the northeast portion of the project site, run east along the West Griffith Street frontage, and connect to the SCE Nola Substation located approximately 165 feet east of the project site, on the SCE Nola Substation property. Construction and installation of the gen-tie line will require trenching and earthmoving activities across West Griffith Street. SCE will construct, own, and operate the gen-tie line. To the extent the gen-tie line will be located in the West Griffith Street public right-of-way, SCE's construction and operation of the gen-tie line will be subject to SCE's existing franchise agreement with the City (City Ordinance No. 20; the "**Franchise Agreement**"). SCE will be also responsible for obtaining any and all required City and third party approvals and permits (including City encroachment and excavation permits, and easements from third parties as needed for areas outside the public right-of-way) for construction and operation of the gen-tie line. The final gen-tie line routing will be determined by SCE during its interconnection review process, subject to SCE obtaining all required permits and approvals and provided that if the final gen-tie line routing necessitates any modifications to this Agreement, the Project Development Approvals, the Subsequent Development Approvals and/or the Development Plan, such modifications shall be subject to processing and approval as provided in applicable provisions of this Agreement.

The project site will be accessed from existing project site driveways off South Broadway. A perimeter wall will be installed around the project site for safety and security purposes. Security cameras will be placed on-site and monitored 7 days per week, 24 hours per day.

Permanent motion-sensitive, directional security lights will be installed to provide adequate illumination around the substation area and points of ingress and egress. Additional lighting will provide operations and maintenance personnel with illumination for both normal and emergency conditions. Lighting on-site will be designed to provide the minimum illumination needed to achieve safety and security objectives. The lighting will be shielded and directed downward to minimize the potential for glare or spillover onto adjacent properties.

Stormwater treatment areas will be constructed along the northern and western boundaries of the project site (along South Broadway and West Griffith Street) to collect and treat all stormwater generated on the project site prior to being discharged into the adjacent municipal stormwater system, as detailed in the Stormwater Plan approved as part of the Development Plan.

Landscaping will be installed on the project site in accordance with the approved landscaping plan as part of the Development Plan. Landscaping will be provided along the northern and western boundaries of the project site.

The design of the BESS facility will comply with the National Fire Protection Association ("**NFPA**") 855 Code, which dictates specific fire access, protection, and suppression requirements to ensure the safe operation of the facility, and the applicable edition of the Los Angeles County Fire Code, as adopted by the City pursuant to Carson Municipal Code Section 3100, except as otherwise approved by the Los Angeles County Fire Department ("**LACFD**") pursuant to a request for modifications or alternative materials and methods ("AMMR") review. Additionally, the BESS will be Underwriters Laboratories Inc. (UL) certified and include built-in failsafe and cooling systems designed to prevent thermal runway (i.e., uncontrollable temperature increase) and the spread of fire. The site plan will be reviewed and approved by LACFD to ensure that the project meets applicable codes as referenced above, and any conditions of approval imposed or recommended by LACFD will be complied with. Without limitation of the foregoing, the project will comply with the LACFD AMMR Results Update issued on December 11, 2025, and as may be amended, for the subject project which is identified therein as EPIC-LA Plan Number FEPC2023-3504.

The physical construction/site activities of the project will last up to 10 months, not including commissioning. Construction activities will consist of: (1) demolition; (2) site preparation; (3) system installation; and (4) testing, commissioning, and cleanup. All existing structures within the project site will be demolished including a small building residing in the northwest portion of the site, and removal of several concrete soil bunkers scattered throughout the site. The on-site construction workforce will peak at several dozen individuals; however, the average daily workforce on-site during construction will be one to two dozen individuals, comprising construction, supervisory, support, and construction management personnel. Construction will be limited to the days/hours of Monday through Saturday between 7:00 a.m. and 7:00 p.m.

Once developed, the project will be monitored by a remote management system at all times, and by on-site monitoring as provided in Section 3.8 below. Remote access to battery status, meters, schedules, and other telemetry data will be available to off-site personnel. The facilities will operate year-round and will be available to receive or deliver energy 24 hours per day, 365 days per year.

Typical operations and maintenance activities that will occur on the project site will include on-site monitoring as provided in Section 3.8 below; liaison and remote monitoring administration and reporting; semi-annual and annual services; remote operations of batteries, inverters, substation, and site security and management; additional communication protocols; and repair and maintenance of the BESS, electrical transmission lines, and other project facilities. The electrical equipment and security will be automated and monitored remotely, and by on-site monitoring as provided in Section 3.8 below. The project site will mostly be unoccupied other than on-site monitoring as provided in Section 3.8 below, but will be visited periodically for equipment inspections, monitoring (beyond the standard on-site monitoring as provided in Section 3.8 below) and testing, and maintenance as needed. Periodically, batteries and various components will be replaced or renewed to ensure optimal performance. Replaced batteries and other hazardous waste will be disposed of in accordance with applicable state and federal laws and regulations.

(this Recital collectively, the "**Project**").

E. On April 13, 2023, Developer filed a development permit application with the City seeking Conditional Use Permit No. 1128-23 ("the **CUP**"), Design Overlay Review No. 1935-23 ("the **DOR**") and Development Agreement No. 33-23 (the "**DA**"), along with a project description for applicable CEQA review (collectively, the "**Development Application**").

F. City finds and determines that all actions required of City precedent to approval of this Agreement have been duly and regularly taken. In accordance with the requirements of the California Environmental Quality Act (Public Resources Code § 21000, *et seq*. ("**CEQA**"), appropriate studies, analyses, reports and documents were prepared and considered by the Planning Commission and the City Council. The Project is a CEQA "project," and the City is the lead agency for review of the Project under CEQA. A Class 32 Categorical Exemption Memorandum was prepared and reviewed by the City as lead agency for the Project (the "**CatEx Memo**"). The CatEx Memo demonstrates that the Project is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15332, Class 32 (In-fill Development Projects), and no exception to the categorical exemption applies under CEQA Guidelines Section 15300.2, and ~~The City's Planning Commission, after a duly noticed public hearing on _____ ___, 2026, recommended approval of a Categorical Exemption finding for the Project pursuant to CEQA Guidelines Section 15332 and a finding~~ that the Project is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3)., ~~based on a memorandum prepared by the City's environmental consultant and independently reviewed by the City's Planning Division staff and Planning Commission (the "**CatEx Memo**")~~. The CatEx Memo was prepared by the City's environmental consultant and independently reviewed by the City.

G. On ~~the same day~~Mar 10, 2026, the Planning Commission, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the

Development Application for approval of this Agreement, the CUP, and the DOR (collectively the "**Entitlements**"), including the associated CEQA review.~~,~~ Following the hearing, on March 10, 2026, the Planning Commission ~~and~~ adopted Resolution No. ___ 26-2900 denying CUP No. 1128-23 and DOR No. 1935-23 and recommending that the City Council ~~make the above-referenced City finding and approve the Entitlements (subject to the Project conditions of approval attached to said resolution)~~deny DA No. 33-23.

H. Developer timely appealed the Planning Commission's decision to the City Council via an appeal application submitted on March 23, 2026, pursuant to Carson Municipal Code Section 9173.4 (the "Appeal").

I~~G~~. On ~~_____~~May 5, 2026, the City Council, after provision of the public notice required by law, held a public hearing to consider the ~~Development Application~~Appeal and the Planning Commission's recommendation for ~~approval of the Entitlements~~denial of DA No. 33-23. The City Council independently reviewed the proposed CEQA analysis and findings (including but not limited to the CatEx Memo) and the Project as a whole, and following the conclusion of the hearing on _____, 2026, ~~adopted~~ introduced and conducted first reading of the Adopting Ordinance ~~No. 26-___, approving this Agreement~~, and adopted Resolution No. 26-___, finding a Class 32 Categorical Exemption and a CEQA Guidelines Section 15061(b)(3) exemption from CEQA with respect to DOR No. No. 1935-23 and CUP No. 1128-23 and approving DOR No. 1935-23 and CUP No. 1128-23 subject to the Conditions of Approval, contingent upon adoption and effectiveness of the Adopting Ordinance~~approving the CUP and DOR subject to the Project conditions of approval attached to said Resolution~~. On _____ __, 2026, the City Council conducted second reading and adopted the Adopting Ordinance. 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.

J~~H~~. *Adoption of DIF Program.* On April 16, 2019, the City Council adopted Ordinance No. 19-1931 to implement the City's Interim Development Impact Fee Program ("**DIF Program**") to establish an interim Development Impact Fee ("**DIF**") schedule applicable to new development within the City. DIFs are valuable tools to fund infrastructure needs associated with new/additional development within the City pursuant to Government Code Sections 66000 *et seq*. DIFs serve the purpose of allowing the City to recover from each new development project a reasonable and proportional share of the cost of public facilities and infrastructure improvements that serve or will benefit that development.

K~~I~~. *Agreed-Upon Payment of DIF Amount.* City staff and its rate consultants have analyzed the draft "Development Impact Fee Study" and currently-available fee study data, and potential impacts upon public facilities and infrastructure attributable to the Project, in order to accurately estimate the DIFs that would be applicable to the Project. Project DIF amounts in this Agreement were estimated by reviewing the individual Project and its direct relationship to the impacts created by the Project, and the fees collected, and it was determined that the amounts of the fees are roughly proportional to the Project's specific impacts. Based on such analyses, the parties hereto mutually agree that Project impacts warrant a one-time DIF payment of $189,093.12, calculated at $3.68 per square foot for all square footage of Project battery enclosures (51,384 square feet), which amount is to be

paid on or prior to the date of the final inspection or the date the certificate of occupancy is issued for the Project , whichever occurs first, and is subject to adjustment as set forth in Section 3.1 below depending on the timing of payment. All payments for DIFs pursuant to this Agreement are hereinafter referred to as the "**DIF Amount.**" The parties agree that such DIF Amount is (1) directly related to the impacts of the Project, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to the Project.

LJ. *CFD Formation.* On November 7, 2018, the City formed a Master CFD entitled City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) (the "**Citywide CFD**"). Developer is not and will not be required to annex the Property into the Citywide CFD or to pay the special taxes that are imposed on properties which are annexed into the Citywide CFD.

MK. *Developer's Interest in the Property*. Developer has a current leasehold interest in the Property, with the lease term having begun on September 1, 2022, commencing with an Initial Term which ends on September 1, 2026, followed by an Operational Term, with a duration of up to 27 years (consisting of a 12-year Term, plus options for three (3) five (5) year Extension periods) and any amendments thereto extending the Lease Term. As such, Developer possesses the requisite legal or equitable interest in the Property under Government Code Section 65865 that allows the Parties to enter into this Agreement.

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. _____ approving this Agreement, introduced on _____, 2026, and adopted on _____, 2026.

1.2 "**Agreement**" means this 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 (including the Conditions of Approval).

b. The Existing Land Use Regulations**.**

c. Subsequent Development Approvals.

d. Those Subsequent Land Use Regulations to which Developer has agreed in writing.

1.5 "**Approval Date**" means the date on which the City Council adopted the Adopting Ordinance. That date is _____, 2026.

1.6 "**CDTFA**" means the California Department of Tax & Fee Administration.

1.7 **"Citywide CFD"** shall have the meaning set forth in Recital J.

1.8 **"City**" means the City of Carson, a California charter city.

1.9 "**City Council**" means the City Council of the City of Carson.

1.10 "**CMC**" means the Carson Municipal Code.

1.11 "**Conditions of Approval**" means all conditions imposed on the Project by the City, including (without limitation) those recommended by the Los Angeles County Fire Department, as part of the approval of the Project.

1.12 "**Confirmed Sales Tax Revenue**" means all Sales Tax revenue collected by the City from the purchase or sale of Project batteries that City can reasonably confirm, pursuant to Section 3.3 of this Agreement, was generated for and collected by the City.

1.13 "**Developer**" means VESI 27 LLC, a Delaware limited liability company, and its successors and assigns to all or any part of the Property.

1.14 "**Developer's Vested Right**" means Developer's right to complete the Project in accordance with, and to the full extent of, the Project Development Approvals in accordance with the Existing Land Use Regulations.

1.15 **"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.

1.16 "**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 **"DIF(s)"** means Development Impact Fees agreed to by Developer pursuant to Section 3.1 hereof.

1.18 "**Director**" means the City's Community Development Director, or his or her designee.

1.19 "**Effective Date**" means the date on which the Adopting Ordinance becomes effective, typically thirty (30) days after the second reading of the Adopting Ordinance.

1.20 "**Entitlements**" means this Agreement, the CUP, and the DOR, including the associated CEQA review.

1.21 "**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	Detail of fiber optic cable line routes

1.22 "**Existing Land Use Regulations**" means (i) all Land Use Regulations in effect on the Approval 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.

1.23 "**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) Project 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.

1.24 **"Mortgage**" means a mortgage, deed of trust, or other security instrument encumbering the Property.

1.25 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or each of their respective successors and assigns.

1.26 "**Project**" as described this Agreement, means the development of the Property as described in Recital D, consistent with and to the full extent of the Project Development Approvals and all applicable Land Use Regulations.

1.27 "**Project Development Approvals**" means all Project-specific approvals, including, but not limited to, the Entitlements (minus this Agreement), the Conditions of Approval, Project-specific plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental findings and assessments, and any amendments, addenda or modifications to those matters, which were applied for by Developer and are approved by City as required or permitted by the Applicable

Laws in order for Developer to complete the Project, provided that those Project Development Approvals are consistent with Developer's Vested Right, this Agreement, and the Applicable Laws. The Entitlements (minus this Agreement), as examples of Project Development Approvals, have been or are anticipated to be approved, subject to the Conditions of Approval, prior to or in conjunction with the approval of this Agreement. "Project Development Approvals" do not include (i) rules, regulations, policies, and other enactments of general application within the City, (ii) legislative enactments, including this Agreement, or (iii) Land Use Regulations.

1.28 "**Property**" means the real property described in Exhibit "A" and shown in Exhibit "B."

1.29 "**Reservation of Authority**" means the limitations, reservations, and exceptions to Developer's Vested Right set forth in Article 5 of this Agreement.

1.30 "**Sales Tax**" means and includes both (i) the sales and use tax referenced in Chapter 1 of Article VI of the CMC and (ii) the transaction and use tax referenced in Chapter 1.5 of Article VI of the CMC.

1.31 "**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.

1.32 **"Subsequent Development Approvals"** means all Project-specific approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, any changes to the Project Development Approvals.

1.33 "**Term**" shall have the meaning ascribed to it in Section 2.1, unless earlier terminated as provided in this Agreement.

~~1.33~~1.34 "**Commercial Operation Date" or "COD"** shall mean the date on which the Project is fully constructed, tested, and capable of operating on a continuous commercial basis, has passed final inspection, and has received all required approvals for interconnection and operation from the applicable utility and/or grid operator, including Southern California Edison, as evidenced by written confirmation provided to the City. COD shall not be deemed achieved until Developer provides written certification to the City, together with supporting documentation reasonably acceptable to the City, confirming satisfaction of the foregoing requirements.

2. TERM & GENERAL COVENANTS.

2.1 Term; Extensions.

a. **Initial Term.** The term of this Agreement (the "**Term**") starts on the Effective Date and unless extended pursuant to subsection (b) below, shall expire on either (i) March 1, 2047, or (ii) the date of expiration or termination of Developer's leasehold interest in the Property, whichever occurs sooner, subject to any early termination provisions described in this Agreement.

b. **Extensions.** Subject to any early termination provisions described in this Agreement and subject to expiration pursuant to clause (ii) of subsection (a) above, Developer shall have the option to extend the expiration date stated in clause (i) of subsection (a) above, to the extent it applies, in one-year increments (each, an "**Annual Extension Option**"), for a total of up to five (5) years (i.e., to as late as March 1, 2052). In order to exercise any Annual Extension Option, Developer must, no less than 30 days prior to the then-applicable stated expiration date: (i) give City written notice of Developer's intent to exercise the applicable Annual Extension Option; and (ii) make a lump sum payment to the City in the amount of $128,562.00 corresponding to the applicable Annual Extension Option ("the **Annual Extension Fee**"). For the avoidance of doubt, any Annual Extension Fee that may be paid by Developer pursuant to this subsection shall not be subject to refund or proration in the event this Agreement expires pursuant to clause (ii) of subsection (a) above or is terminated pursuant to any early termination provisions of this Agreement at any time after the corresponding Annual Extension Option period has begun.

2.2 Project Completion. Developer shall ~~complete the Project, including passing final inspection, by no later than five (5) years from the Effective Date.~~ achieve the COD for the Project no later than five (5) years from the Effective Date. If Developer fails to achieve COD by such date, Developer shall pay to the City liquidated damages in the amount of $7,500 per day, for each day of delay, capped at a maximum of $2,500,000. City and Developer acknowledge and agree that it is impracticable or extremely difficult to determine what the actual damages to City would be for a violation of this requirement by Developer, and how those damages might be calculated; (ii) they have made a reasonable endeavor to estimate fair compensation for such a violation; and (iii) upon doing so, they have concluded that the foregoing liquidated damages amount represents a fair and reasonable estimate of such damages.

2.3 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.

2.4 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.

2.5 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.

3. DEVELOPER'S OBLIGATIONS.

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 the following:

3.1 Development Impact Fees. Developer shall make a one-time payment to the City for the DIF Amount of $189,093.12, calculated at $3.68 per square foot for all square footage of battery enclosures (51,384 square feet), which DIF Amount shall be adjusted as described in Section 3.1(a)-(b) below depending on the timing of payment. The Parties agree that the DIF Amount is (1) directly related to the impacts of the Project, and (2) roughly proportional to the specific impacts upon public facilities and infrastructure attributable to the Project. Developer agrees to release, defend, indemnify and hold the City harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, which may arise, directly or indirectly, from the City's determination, calculation, or imposition of, or Developer's agreement to pay, the DIF Amount.

a. **Timing of Payment of DIF Amount.** The DIF Amount is payable in full prior to issuance of a certificate of occupancy or up to twelve (12) months following the issuance of the building permit for the Project, whichever occurs first.

b. **DIF Amount Adjustments.** All DIF Amounts shall be adjusted annually in accordance with the State of California Construction Cost Index (prior March to current March adjustment) on July 1st of each year.

3.2 O&M Payment. Developer agrees to pay City a lump sum amount of $357,006 (the "O&M Payment") for general operations and maintenance expenses of the City. Developer shall make the O&M Payment in one lump sum to City prior to issuance of any building permits for the Project, and such payment is a condition precedent to such permit issuance. For the avoidance of doubt, the O&M Payment does not constitute and is not intended to pay the Citywide CFD special taxes.

3.3 Battery Fee. Developer shall pay City a "Battery Fee" in an amount equal to the sum of $1,487,500 (the "**Maximum Battery Fee Amount**") less the total amount of Confirmed Sales Tax Revenue collected by the City, subject to a guaranteed minimum of $250,000 (the "**Minimum Battery Fee Amount**"). Within thirty (30) days of the Effective Date, Developer shall pay City the Minimum Battery Fee Amount via wire transfer. Prior to the issuance of any demolition, grading or building permits, Developer shall provide City with a bond, on a form reasonably acceptable to the Director and City Attorney, securing payment of the Battery Fee, in an amount equal to the Maximum Battery Fee Amount less the Minimum Battery Fee Amount (the "**Bond**"), and the issuance and effectiveness of such Bond shall be a condition precedent to such permit issuance. The Bond shall 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 Bond shall be unconditional and remain in force during the entire term of this Agreement until released pursuant to Section 3.3(a), below, and shall be binding on the successors-in-interest of the obligor/principal (i.e., Developer) and surety. The Bond shall be issued by a company 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 having a financial

category Class VII or better, and shall provide for the City to receive at least 30 days' prior notice from the surety, via the means specified in Section 13.2, below, of any impending cancellation or lapse in effectiveness of the Bond due to nonpayment of premiums or any other reason.

a. **Confirmed Sales Tax Revenue; Effect on Battery Fee**. No later than sixty (60) days after the expiration of time for Developer to provide City comments on the Confirmed Sales Tax Revenue Determination pursuant to subsection (b) below, City shall calculate the amount of the Battery Fee by subtracting the Confirmed Sales Tax Revenue from the Maximum Battery Fee Amount (except that in no event shall the Battery Fee be reduced below the Minimum Battery Fee Amount) and notify Developer in writing of same (the "**Battery Fee Notice**"). If the Battery Fee in the Battery Fee Notice is equal to the Minimum Battery Fee Amount, then no later than thirty (30) days following the date the Battery Fee Notice is delivered to Developer and Developer's subsequent written request, City shall release or authorize cancellation of the Bond. If the Battery Fee in the Battery Fee Notice is greater than the Minimum Battery Fee Amount, within sixty (60) days of receipt of the Battery Fee Notice, Developer shall pay to City the amount of the Battery Fee less the Minimum Battery Fee Amount. Notwithstanding any other provision of this Agreement, in the event Developer fails to timely pay said amount, City shall have the right to immediately call and receive the proceeds of the Bond in an amount reflective of the Confirmed Sales Tax Revenue. No final Certificate of Occupancy shall issue until the Battery Fee has been paid in full. A temporary Certificate of Occupancy ("TCO") may issue prior to the Battery Fee being paid in full provided (without limitation as to other applicable requirements for issuance of a TCO or payment of the Battery Fee) Developer demonstrates to the satisfaction of the Director that the Bond is and will be effective and binding on Developer and any premiums are paid for at least one year beyond the date of issuance of the TCO. If a TCO issues prior to the Battery Fee being paid in full pursuant to this paragraph, then the maximum cumulative term (i.e., total duration) of effectiveness of the TCO shall not exceed one year; if one year of cumulative effectiveness of the TCO elapses without issuance of a final Certificate of Occupancy and the Battery Fee has not been paid in full, then (i) the City may immediately revoke Developer's business license and not reinstate it until the Battery Fee is paid in full, and (ii) the TCO will immediately and automatically lapse and terminate and full payment of the Battery Fee shall be required as a pre-requisite to any further, extended or renewed effectiveness of the TCO or any issuance of a final Certificate of Occupancy. No later than thirty (30) days following such payment by Developer and Developer's written request, City shall release or authorize cancellation of the Bond.

b. **Tracking of Battery Fee**. No later than forty-five (45) days following the filing with the CDTFA of the Sales Tax return that reports sales tax on the sale of the Project batteries to Developer, Developer will provide City with copies of all information that Developer considers reasonably relevant to determining the Confirmed Sales Tax Revenue, which shall include,

without limitation, (i) invoices for the purchase of the Project batteries reflecting the amount of Sales Tax charged, (ii) evidence of payment of the invoice amount to the retailer of the Project batteries, (iii) all Sales Tax returns filed with the CDTFA related to the sale and purchase of Project batteries, (iv) identification of the accounts that are or will be reporting the Sales Tax related to the sale and purchase of the Project batteries, and (v) evidence of remittance to the CDTFA of the amount reflected as due on the Sales Tax Returns (provided Developer shall have the right to first redact any portions of such documents which are privileged or which are not relevant to determining the Confirmed Sales Tax Revenue). Within one hundred eighty (180) days of receipt of such information from Developer, City, with cooperation from Developer as may be reasonably requested by City, will undertake a reasonable and good faith analysis of the Sales Tax returns and other information provided by Developer, together with any other information reasonably deemed relevant by City, and will thereby ascertain the Confirmed Sales Tax Revenue and notify Developer in writing of such determination (the "**Confirmed Sales Tax Revenue Determination**"). In the event the Confirmed Sales Tax Revenue is less than the Maximum Battery Fee Amount, such Confirmed Sales Tax Revenue Determination shall describe in detail the information relied upon by the City in calculating the Confirmed Sales Tax Revenue and, upon request by Developer, City shall provide such information to Developer (to the extent such information was not provided to City by Developer and such disclosure is not prohibited by law). Developer shall have thirty (30) days following the later of (i) receipt of the Confirmed Sales Tax Revenue Determination, or (ii) receipt of the information requested from City pursuant to this subsection (b), to provide any comments or additional information to City regarding the determination of the Confirmed Sales Tax Revenue, which information the City shall consider in good faith.

c. For the avoidance of doubt, the foregoing relates only to the determination of the amount of the Battery Fee; in all circumstances, in addition to the Battery Fee, City shall be entitled to all Sales Tax revenue generated to the City from the Project, irrespective of the amount of Confirmed Sales Tax Revenue and/or the amount of the Battery Fee.

3.4 Pre-Operation Safety Meetings. At least 30 days prior to issuance of a certificate of occupancy for the Project, Developer shall conduct two safety meetings, to be held at least 30 days apart from one another, in coordination with the Los Angeles County Fire Department for the benefit of the public as it relates to the presence and operation of the Project on the Property. The safety meetings shall cover, without limitation, alarm protocols, evacuation routes, and battery energy storage safety basics. The meetings shall be open for the public to attend, and Developer shall provide mailed written notice to the City and all properties within a 2,500 radius of the Property at least 10 days prior to each meeting.

3.5 Annual Safety Meetings. After issuance of a certificate of occupancy for the Project, on an annual basis throughout the life of Project operations, Developer shall conduct a safety meeting in coordination with the Los Angeles County Fire Department for the benefit of the

public as it relates to the presence and operation of the Project on the Property. The annual meetings shall be open for the public to attend, and Developer shall provide mailed written notice to the City and all properties within a 2,500 radius of the Property at least 10 days prior to each annual meeting.

3.6 Emergency Evacuation Plan. Prior to issuance of a certificate of occupancy for the Project, Developer shall prepare a comprehensive written emergency evacuation plan, detailing protocol, processes and procedures for evacuating affected areas as necessary to protect public health and safety in the event of a fire, explosion or other incident at the Project site during Project operations. The plan shall include, without limitation, primary and secondary evacuation routes, staging areas, traffic control, and emergency communication protocols. Developer shall submit the plan to the Los Angeles County Fire Department and the Los Angeles County Sheriff's Department, and must obtain both agencies' approval of the plan and submit to the City a copy of the approved plan, together with proof of such agencies' approval thereof, prior to issuance of a certificate of occupancy for the Project.

3.7 Telephone Hotline. Prior to issuance of a certificate of occupancy for the Project, Developer shall establish a telephone hotline, which shall be monitored and responded to by Developer at all times throughout the life of Project operations, for members of the public and the City to call to ask questions, make comments, submit complaints, or report safety concerns related to the Project operations. The existence of the telephone hotline and the associated telephone number shall be publicized and made publicly available by the Developer. The City may also publicize and make publicly available the existence of the telephone hotline and the associated telephone number as Developer's telephone hotline, and may call the telephone hotline for its intended purposes, but the City shall bear no responsibility whatsoever related to the telephone hotline, the associated telephone number, or the calls thereto.

3.8 On-Site Project Monitoring. Developer shall maintain at least one employee on-site at all times throughout the life of Project operations to provide on-site monitoring of the Project, which shall be in addition to the above-referenced remote Project monitoring activities, to help ensure early detection and prevention of any fires, explosions, toxic releases, or other hazardous or emergency incidents at the Property, and to help ensure that appropriate corrective/mitigating action and notification, alarm and/or evacuation measures are taken without delay if and when such an incident occurs.

3.9 High School Summer Internships. Developer shall pay the City $40,000 annually for the term of this Agreement, with the first payment due prior to issuance of building permits for the Project, to provide funding for the City to establish and maintain (potentially in partnership with relevant local private companies) a program of paid summer internships for high school students enrolled in schools located in the City of Carson, which internships shall be focused on renewable energy, battery technology and zero-emission systems.

3.10 Towne Avenue Elementary School Community Gardens. Developer shall pay the City $25,000 annually for the term of this Agreement, with the first payment due prior to issuance of building permits, to provide funding for the City to establish and maintain community gardens and environmental education programs at or in partnership with Towne Avenue Elementary School. If so directed by the City in any given year, Developer shall make the annual payment directly to Towne Avenue Elementary School.

3.11 Youth Sports Programming. Developer shall pay the City $30,000 annually for the term of this Agreement, with the first payment due prior to issuance of building permits, to provide funding for the youth sports programming of the City's Community Services Department.

3.12 Carson Experience. Developer shall make a one-time contribution in the amount of $100,000 in sponsorship of the Carson Experience in connection with the Los Angeles 2028 Olympic Games-related events that will occur in the City.

3.13 Costs of Incident Responses to Property. Developer shall be responsible to reimburse the City for its costs of all law enforcement, public safety and fire department responses (e.g., City Public Safety & Emergency Management Department, Los Angeles County Sheriff's Department as contracted by City, Los Angeles County Fire Department as contracted by City) to the Property throughout the life of Project operations. This includes responses to specific incidents occurring at the Property as well as the City's incremental costs of increasing the level of services provided or contracted for by the City as reasonably determined necessary by the City as a result of the Project. This also includes costs of temporary relocation of residents in the event that any City residents are required to evacuate and remain out of their residences for one or more nights due to an incident occurring at the Project Site. Prior to issuance of a certificate of occupancy for the Project, Developer shall submit to City an advance deposit in the amount of $500,000, to be held by the City in a separate account and applied toward these obligations, and Developer shall thereafter replenish the deposit as requested by the City in writing, within 10 days of City's request, as necessary to maintain a minimum deposit balance of no less than $250,000. Any deposit balance remaining unspent at the end of the life of Project operations shall be refunded to Developer within 30 days of Developer's written request to City therefor. City shall keep an accounting of the deposit amounts which have been paid to City by Developer pursuant to this section. Upon written request, City shall provide an account summary of the account to Developer, which shall include descriptions of the City costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section. Developer may question or challenge any City costs set forth in the accounting and may appeal same to the City Council.

3.14 Point of Purchase and Sale of Electricity. Developer shall pay the City an amount equivalent to $1.50 for each megawatt-hour (MWh) of electricity transferred to or from the Project. Payments shall be made annually, with the first annual payment due within 15 days of the first anniversary of the COD (the "**Due Date**"), for the first one-year period commencing from the COD, and subsequent annual payments due on each anniversary of the Due Date for the subsequent one-year periods, respectively.

Commencing on the first anniversary of the COD, and on each anniversary thereafter, the above-referenced per-megawatt-hour rate shall increase by 3%, compounded year over year.

Notwithstanding the foregoing, the total annual payment required pursuant to this Section shall be capped at $1,500,000 in any given one-year payment period.

Payments made under this Section shall be used by the City for public health, safety and welfare purposes, in the City's sole discretion.

3.15 Perimeter Wall Height. The perimeter wall that will be installed around the Project site for safety and security purposes shall be 13' in height, increased from the 10' that was previously proposed or recommended for the Project.

3.16 Investment Tax Credit Participation. Developer shall pay to City an amount equal to one and one-half percent (1.5%) of any net proceeds generated or received by Developer from any sale, transfer or other monetization of any federal Investment Tax Credits (ITC) associated with the Project. Payment(s) shall be made within sixty (60) days of any ITC sale, transfer or other monetization, together with notice of the transaction, a statement of the full monetization amount, and any other information that may be requested by the City Manager or designee as necessary to enable the City to verify compliance with this section.

3.17 Decommissioning; Security. At the end of Project life, Developer shall promptly decommission and remove the Project and all Project-related facilities from the Property. Prior to COD, Developer shall post a cash-funded bond or irrevocable letter of credit in an amount equal to 100% of the estimated cost to decommission and remove the Project and all Project-related facilities, as determined by the City Engineer or designee. No parent company guarantee will suffice to satisfy this obligation. The estimated cost, once initially determined, shall automatically increase annually by 3%, and shall be recalculated by the City Engineer or designee every 5 years.

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 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 structures, 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 of this Agreement, 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.

4.4 Apportionment. Developer shall have the right to apportion the uses and intensities 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. 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 or structure 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 authority pursuant to the Existing Land Use Regulations, 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 or structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project.

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 Developer 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 Project Development Approvals or Subsequent 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 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 applicable City-wide as of the date a complete application is submitted for City plan check for each required Project building permit.

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.

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 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 of this Agreement, 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 Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance with California Code of Regulations, Title 24.

5.7 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 represents and warrants to the City that it will hire no less than 150 union carpenters for construction of the Project. 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, sellers 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 5.7 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

5.8 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.

5.9 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, 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 April 13, 2023 ("**Reimbursement Agreement**"), 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. **General Charges**. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property, excluding the Citywide CFD special taxes:

(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 existing or future fees or assessments imposed on an area-wide basis (such as landscape and lighting assessments and community services assessments other than Citywide CFD special taxes);

(iv) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code.

(v) 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.

5.10 Inconsistencies. It is expressly agreed that in the event of any clear and explicit conflict between the provisions or conditions of the Existing Land Use Regulations, this Agreement, and the Project Development Approvals, then the provisions or conditions of the following shall prevail in this order: (a) this Agreement; (b) Project Development Approvals, except that any more restrictive Conditions of Approval shall prevail over any conflicting provisions of this Agreement; (c) Existing Land Use Regulations that are subject to Developer's Vested Right.

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 City or 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~~0~~.

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. 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. Neither Party hereto shall be liable, whether in contract, tort or otherwise, for payment of any special, indirect, punitive, incidental,

consequential, or exemplary damages arising out of this Agreement, including but not limited to loss of business opportunity or profit, loss of use, loss of goodwill or business stoppage, even if a Party knew or should have known of the possibility of such damages, except nothing in this sentence shall be construed to limit or curtail in any way Developer's obligations pursuant to Articles 8 or 9 of this Agreement. Developer acknowledges its 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 shall not affect either party's rights or obligations with respect to any Development Approval granted prior to such termination.

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 as provided in Section 1.1 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, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development or operation of the Project, and (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.

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, upon receipt of an itemized invoice/statement from the City showing such estimate. 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 or 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 of 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.

8.7 If a Claim covered by this Article 8 also constitutes a "Claim or Liability" for which Developer is obligated to indemnify, defend and hold harmless the City pursuant to Article 9 of the Reimbursement Agreement, then the provisions of this Article 8 shall supersede and

prevail over said Reimbursement Agreement provisions to the extent of any conflict related to the required procedures for defense or indemnification of the Claim.

9. INSURANCE.

9.1 Types of Insurance.

a. **General 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, commercial general liability insurance against claims and liability for bodily 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 per occurrence, and at least $5,000,000 for Products and Completed Operations, and $10,000,000 in the general aggregate and Products and Completed Operations Aggregate. Limits can be attained with the purchase of an excess/umbrella policy.

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. Limits can be attained with a combination of primary policy and excess/umbrella.

d. **Pollution Liability Insurance**. Environmental Impairment Liability Insurance shall be written on a Pollution Liability form or other form acceptable to City's Risk Manager 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 $5,000,000 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) 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. **Marine Insurance**. The insurance shall cover physical loss or damage to the materials, equipment, machinery, supplies and other items for incorporation or consumption in the Project occurring during transportation thereof to the Property or its vicinity, from warehouse to warehouse. Up to $40,000,000 each and every loss any one conveyance and/or interim storage location as per "storage" extension within the policy. From the commencement date of the first shipment of property to the Site until the completion of all shipments of property to the Site, including materials, equipment, machinery, spares, supplies and other items for the Plant and the Interfaces.

g. **Commercial General and Professional Liability Insurance; Contractors.** Developer represents and warrants it will contract out all Project design work. Developer further represents and warrants that all of its contractors and consultants are and will continue to be, until completion of their respective work/services and for such period thereafter as may be reasonably required by the City's Risk Manager, insured through their own Commercial General and Professional liability insurance policies appropriate to the relevant profession for all Project design work, with limits no less than (i) $2,000,000 per claim and in the aggregate for Professional liability, and (ii) $1,000,000 each occurrence (combined single limit for bodily injury and property damage) and $2,000,000 general aggregate for Commercial General liability. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The insurance required by this Agreement shall be applicable to claims based upon, arising out of or related to services performed under this Agreement.

h. **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.

i. **Contractors/Subcontractors.** 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. Notwithstanding the foregoing, the City's Risk Manager may waive Professional Liability or Pollution Liability insurance requirements for a given subcontractor if the Risk Manager determines the subcontractor's scope of work does not necessitate such insurance requirements.

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 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 Workers' Compensation and Professional Liability, and 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, within ninety (90) days after the Effective Date.

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 The parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed, of trust or other security device securing financing with respect to the Property. 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 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 the Property made in good faith and for value, unless otherwise required by law.

10.3 The Mortgagee of any Mortgage or deed of trust encumbering the Property, or any part thereof, 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 Developer in the performance of 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 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 the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, 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 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, and (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. 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, if Developer should seek the Assignment prior to making the payments to City pursuant to Sections 3.1, 3.2 or 3.3, then Developer must make such payments to City prior to completion of the Assignment. Developer making these payments will be a condition precedent to the Director providing consent to the Assignment.

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 reasonably 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 a deed of trust to secure the funds necessary, but not to exceed the amounts reasonably required, for land acquisition, construction, and/or permanent financing of any portion of the Project.

d. The acquisition of some or all of the Property by a Mortgagee in its capacity as a Mortgagee, such as through foreclosure or a deed in lieu of foreclosure.

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 or the Project Development Approvals.

12.2 Procedure and Requirements for Amendments to Development Agreement. 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 and 65868. City will process any amendment 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. Except as expressly set forth 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.

12.3 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 Project Development Approvals, minor modifications to the Project Development Approvals, the Subsequent Development Approvals, and/or the Development Plan shall be made ministerially, with the approval of the Director. The determination of whether a requested or proposed modification constitutes a minor modification shall be made by the Director in his or her sole discretion, except that minor modifications shall not include any modifications that the Director determines extend beyond the intent of the original approval, and modifications meeting any of the following criteria shall not be deemed to constitute minor modifications: (i) modifications that change the proposed uses analyzed in the CatEx Memo; (ii) modifications that increase the total amount of battery enclosure square footage within the Project by more than ten percent (10%); (iii) modifications that increase building/structure heights within the Property in comparison to what was identified on the Development Plan; (iv) modifications that substantially deviate from the design, location or specifications of the fiber optic cable lines as set forth in the Development Plan or Exhibit "C"; or (v) other modifications that involve any deviation of architectural design or details that is not in substantial conformance with the Project Development Approvals.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation. 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.

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, or email (for attorney copies if specified below). 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 Developer:	VESI 27 LLC 6884 Sierra Center Parkway Reno, NV 89511
With copy to:	Legal Department ContractNotices@ormat.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 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.

13.5 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

~~13.5~~13.6 **Survival.** Without limitation as to Section 8.6 and any other provision where the context so indicates, the provisions set forth in Sections 3.2, 3.5, 3.7, 3.8, 3.13, 3.14, 3.16 and 3.17 of this Agreement shall survive expiration or sooner termination of this Agreement for any reason other than a default by City.

~~13.6~~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.

~~13.7~~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.

~~13.8~~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.

~~13.9~~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.

~~13.10~~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.

~~13.11~~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.

~~13.12~~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.

~~13.13~~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.

~~13.14~~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.

~~13.15~~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.

~~13.16~~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.

~~13.17~~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.

~~13.18~~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.

~~13.19~~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.

~~13.20~~13.21 **Compliance with Laws**. Developer must comply with all federal, state and local laws and regulations, including the City's Municipal Code.

~~13.21~~13.22 **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. Developer 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. Developer 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. Developer 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.

~~13.22~~13.23 **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
[brj]

DEVELOPER

VESI 27 LLC, a Delaware limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

DEVELOPER SHALL PROVIDE CITY WITH COPIES OF APPROPRIATE DOCUMENTS EVIDENCING AUTHORITY OF SIGNATORIES TO EXECUTE AND BIND DEVELOPER. DEVELOPER'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 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_____

_____

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"

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:

The westerly 750.97 feet of Lot 119 of Tract 4671, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 56, Pages 30 and 31 of Maps, in the office of the County Recorder of said County.

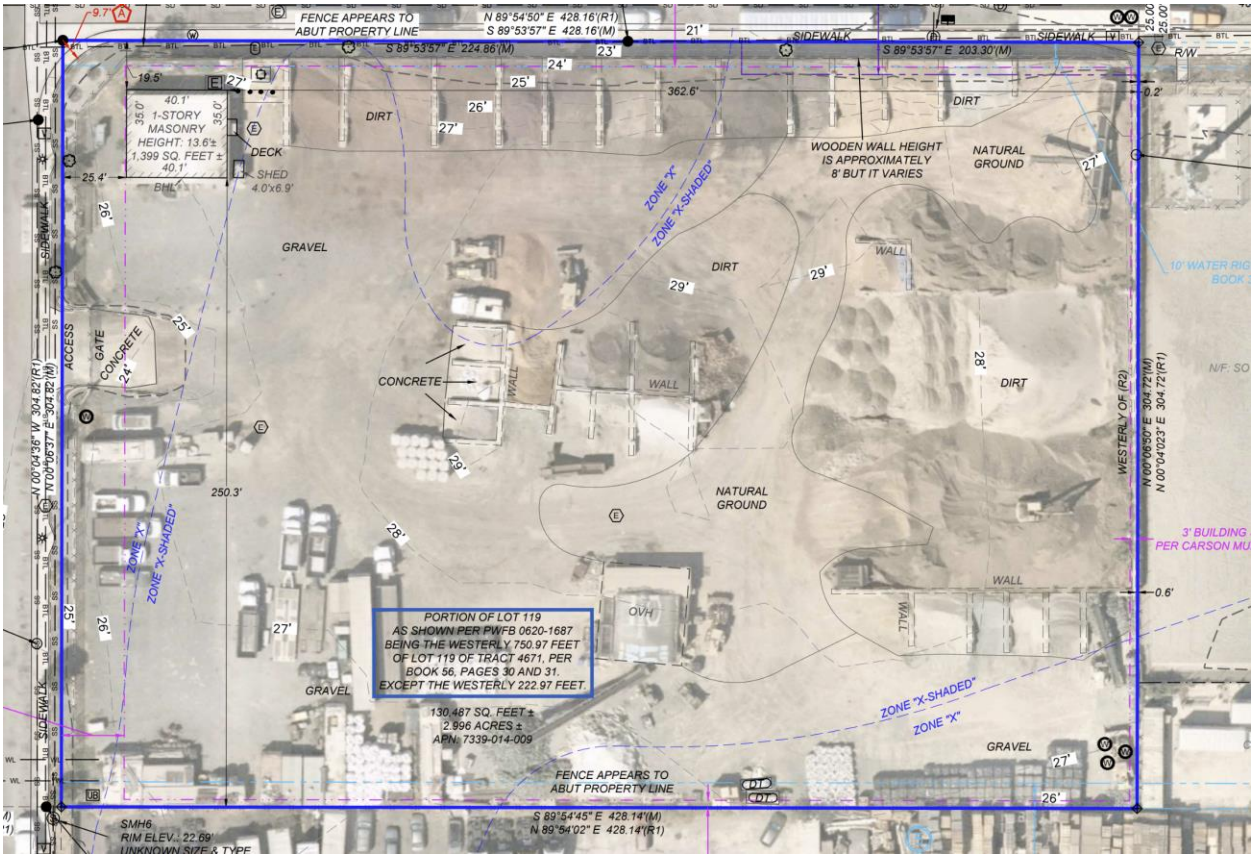
Except therefrom the westerly 222.97 feet thereof.

Also except therefrom the easterly 100 feet of the westerly 322.97 feet as per final judgment, Case No 274,177 recorded in Book 12339, Page 97 of official records in said County.

APN: 7339-014-009

EXHIBIT "B"

DEPICTION OF THE PROPERTY



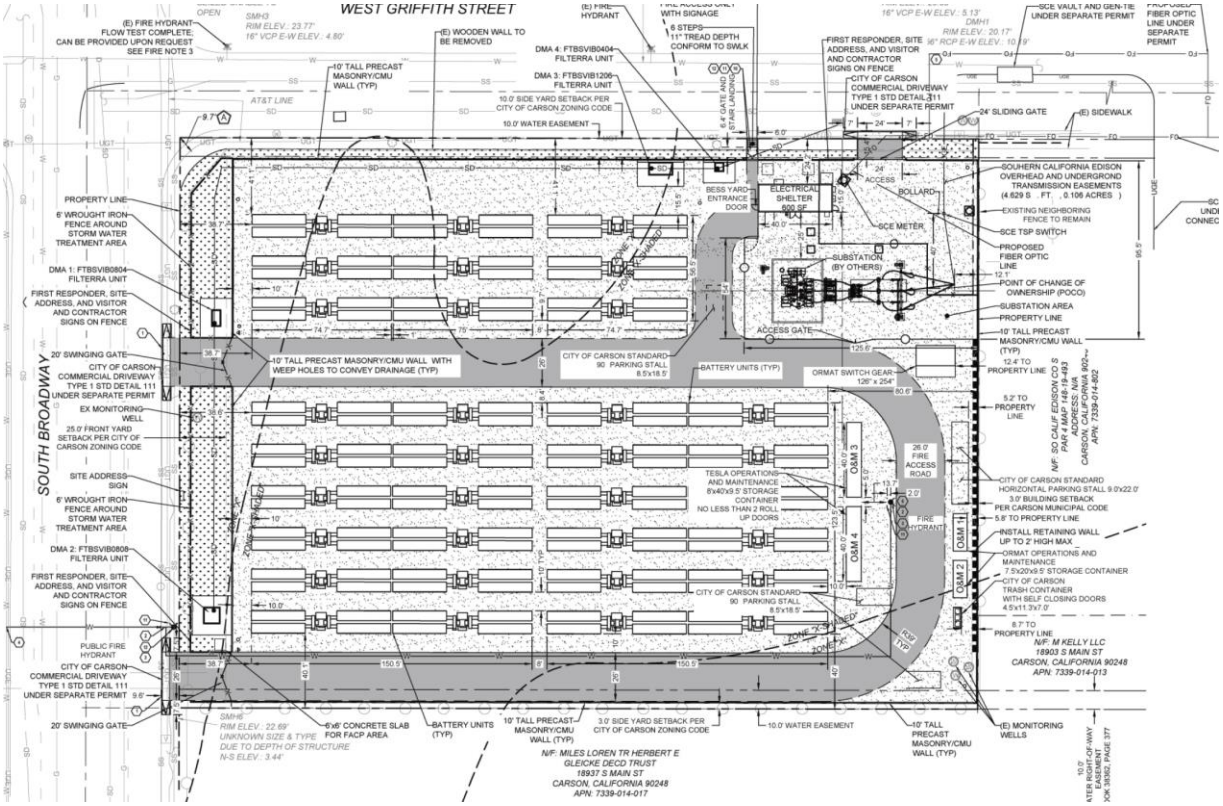
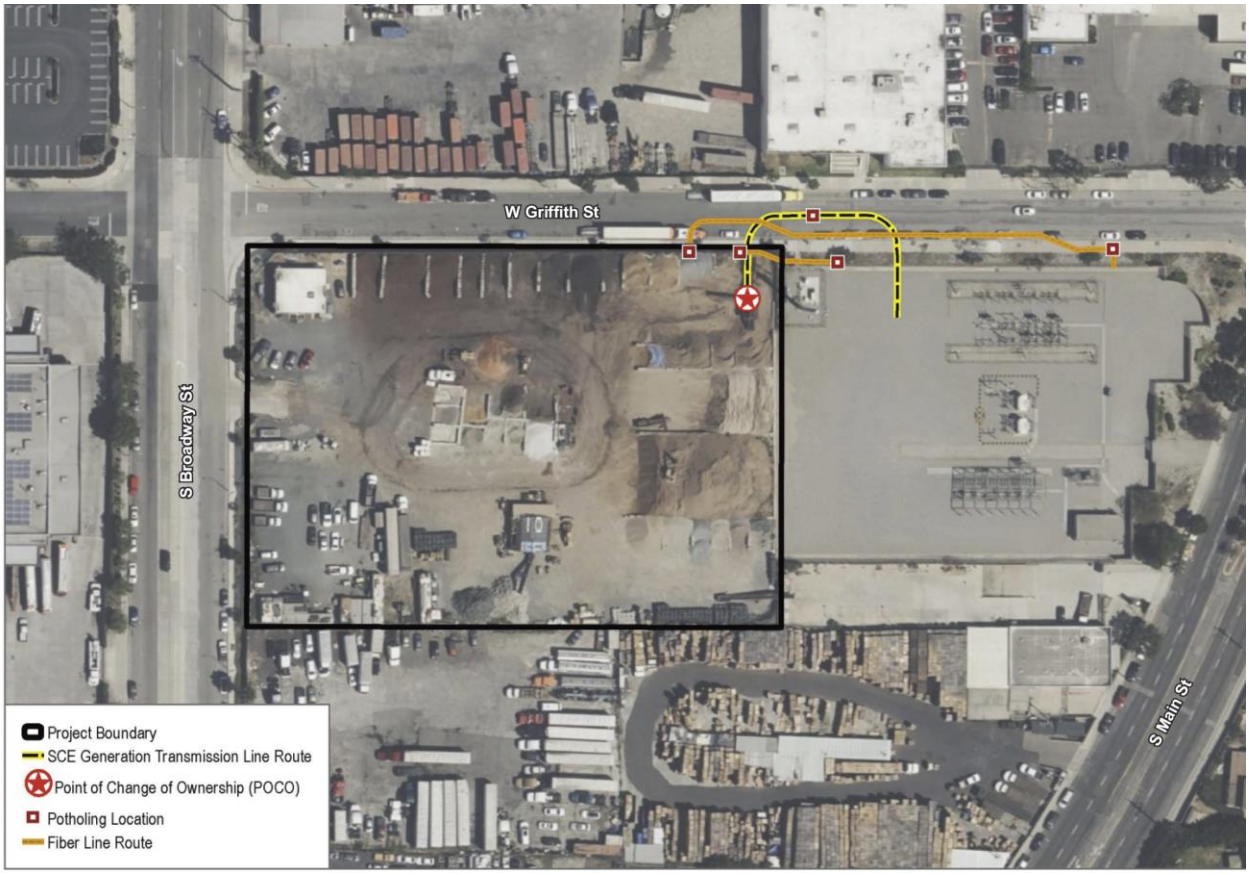

WEST GRIFFITH STREET
SOUTH BROADWAY
(E) FIRE HYDRANT FLOW TEST COMPLETE; CAN BE PROVIDED UPON REQUEST SEE FIRE NOTE 3
(E) WOODEN WALL TO BE REMOVED
10' TALL PRECAST MASONRY/CMU WALL (TYP)
AT&T LINE
10.0' SIDE YARD SETBACK PER CITY OF CARSON ZONING CODE
10.0' WATER EASEMENT
DMA 4: FTBSVIB0404 FILTERRA UNIT
DMA 3: FTBSVIB1206 FILTERRA UNIT
6 STEPS 11" TREAD DEPTH CONFORM TO SWLK
FIRST RESPONDER, SITE ADDRESS, AND VISITOR AND CONTRACTOR SIGNS ON FENCE
CITY OF CARSON COMMERCIAL DRIVEWAY TYPE 1 STD DETAIL 111 UNDER SEPARATE PERMIT
24' SLIDING GATE
(E) SIDEWALK
SCE VAULT AND GEN-TIE UNDER SEPARATE PERMIT
PROPOSED FIBER OPTIC LINE UNDER SEPARATE PERMIT
PROPERTY LINE
6' WROUGHT IRON FENCE AROUND STORM WATER TREATMENT AREA
DMA 1: FTBSVIB0804 FILTERRA UNIT
FIRST RESPONDER, SITE ADDRESS, AND VISITOR AND CONTRACTOR SIGNS ON FENCE
20' SWINGING GATE
CITY OF CARSON COMMERCIAL DRIVEWAY TYPE 1 STD DETAIL 111 UNDER SEPARATE PERMIT
EX MONITORING WELL
25.0' FRONT YARD SETBACK PER CITY OF CARSON ZONING CODE
SITE ADDRESS SIGN
6' WROUGHT IRON FENCE AROUND STORM WATER TREATMENT AREA
DMA 2: FTBSVIB0809 FILTERRA UNIT
FIRST RESPONDER, SITE ADDRESS, AND VISITOR AND CONTRACTOR SIGNS ON FENCE
PUBLIC FIRE HYDRANT
CITY OF CARSON COMMERCIAL DRIVEWAY TYPE 1 STD DETAIL 111 UNDER SEPARATE PERMIT
20' SWINGING GATE
10' TALL PRECAST MASONRY/CMU WALL WITH WEEP HOLES TO CONVEY DRAINAGE (TYP)
BESS YARD ENTRANCE DOOR
ELECTRICAL SHELTER 600 SF
24' ACCESS
BOLLARD
SCE METER
SUBSTATION (BY OTHERS)
ACCESS GATE
CITY OF CARSON STANDARD 90 PARKING STALL 8.5'x18.5'
BATTERY UNITS (TYP)
ORMAT SWITCH GEAR 126' x 254'
SOUHERN CALIFORNIA EDISON OVERHEAD AND UNDERGROND TRANSMISSION EASEMENTS (4,629 S . FT. , 0.106 ACRES)
EXISTING NEIGHBORING FENCE TO REMAIN
SCE TSP SWITCH
PROPOSED FIBER OPTIC LINE
POINT OF CHANGE OF OWNERSHIP (POCO)
SUBSTATION AREA PROPERTY LINE
10' TALL PRECAST MASONRY/CMU WALL (TYP)
12.4' TO PROPERTY LINE
5.2' TO PROPERTY LINE
N/F: SO CALIF EDISON CO S PAR 4 MAP 148-19-493 ADDRESS: N/A CARSON, CA 90745 APN: 7339-014-802
TESLA OPERATIONS AND MAINTENANCE 8'x40'x9.5' STORAGE CONTAINER NO LESS THAN 2 ROLL UP DOORS
O&M 3
O&M 4
O&M 1
O&M 2
26.0' FIRE ACCESS ROAD
FIRE HYDRANT
CITY OF CARSON STANDARD 90 PARKING STALL 8.5'x18.5'
CITY OF CARSON STANDARD HORIZONTAL PARKING STALL 9.0'x22.0'
3.0' BUILDING SETBACK PER CARSON MUNICIPAL CODE
5.8' TO PROPERTY LINE
INSTALL RETAINING WALL UP TO 2' HIGH MAX
ORMAT OPERATIONS AND MAINTENANCE 7.5'x20'x9.5' STORAGE CONTAINER
CITY OF CARSON TRASH CONTAINER WITH SELF CLOSING DOORS 4.5'x11.3'x7.0'
8.7' TO PROPERTY LINE
N/F: M KELLY LLC 18903 S MAIN ST CARSON, CALIFORNIA 90248 APN: 7339-014-013
ZONE "X" SHADED
ZONE "X" UNSHADED
SMH6 RIM ELEV.: 22.69' UNKNOWN SIZE & TYPE DUE TO DEPTH OF STRUCTURE N-S ELEV.: 3.44'
6'x6' CONCRETE SLAB FOR FACP AREA
BATTERY UNITS (TYP)
10' TALL PRECAST MASONRY/CMU WALL (TYP)
3.0' SIDE YARD SETBACK PER CITY OF CARSON ZONING CODE
10.0' WATER EASEMENT
10' TALL PRECAST MASONRY/CMU WALL (TYP)
(E) MONITORING WELLS
N/F: MILES LOREN TR HERBERT E GLEICKE DECD TRUST 18937 S MAIN ST CARSON, CALIFORNIA 90248 APN: 7339-014-017
10.0' WATER RIGHT-OF-WAY EASEMENT BOOK 38362, PAGE 377

EXHIBIT "C"

FIBER OPTIC CABLE LINE ROUTES



Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

DISCUSSION 37.

To: Honorable Mayor and City Council

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

Subject: FISCAL YEAR 2026-2027 BUDGET WORKSHOP NO. 2: CAPITAL IMPROVEMENT PROGRAM (CIP) (CITY COUNCIL)

I. SUMMARY

This is the second planned Budget Workshop being presented to the City Council prior to consideration and adoption of the Fiscal Year (FY) 2026-2027 Operating Budget on June 16, 2026. The first Budget Workshop was held on May 5, 2026, during which City staff presented information regarding the City's projected revenues, anticipated personnel costs, and proposed departmental operating budgets for FY 2026-2027. This second workshop focuses on the City's proposed Capital Improvement Program (CIP). The CIP is the City's long-range planning document for major infrastructure and public improvement projects. It identifies proposed funding allocations for projects such as streets, traffic signals, parks, facilities, landscaping, public safety improvements, and other community infrastructure needs planned for the upcoming fiscal year and future years. The purpose of this workshop is to provide the City Council and the public with an overview of the proposed FY 2026-2027 CIP plan, discuss project priorities and funding strategies, and receive feedback prior to final budget adoption.

II. RECOMMENDATION

TAKE the following actions:

1. CONDUCT a Budget Workshop to review and discuss the proposed Fiscal Year 2026-2027 Capital Improvement Program (CIP) Five-Year Plan; and,
2. PROVIDE direction to staff regarding the projects, funding priorities, and proposed improvements to be included in the Fiscal Year 2026-2027 Budget document.

III. ALTERNATIVES

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

IV. BACKGROUND

The City's Capital Improvement Program (CIP) serves as the City's long-range planning document for major infrastructure and public improvement projects over the next five fiscal years, from Fiscal Year (FY) 2026-2027 through FY 2030-2031. The CIP helps the City plan, prioritize, fund, and schedule projects that improve public infrastructure, enhance community facilities, support public safety, and maintain essential City assets. Each year, the Public Works Department works collaboratively with all City departments to identify proposed capital projects and determine the scope, purpose, estimated costs, and anticipated schedules for each project. This process allows the City to evaluate current infrastructure needs, operational priorities, regulatory requirements, and long-term community goals when developing the annual CIP plan.

Projects proposed for FY 2026-2027 were evaluated based on several important factors, including protection of public health and safety, compliance with state and federal regulations, environmental benefits, operational efficiency, community needs, and alignment with the strategic priorities established by the Mayor and City Council. Staff also considered available grant opportunities and other outside funding sources to reduce reliance on the City's General Fund whenever possible. The City's General Fund alone is not sufficient to fully fund all requested infrastructure improvements and community projects. As a result, staff has actively pursued grant funding and outside financing opportunities to support major capital investments throughout the City. Currently, staff has secured more than $45 million in grant funding from agencies such as California Department of Transportation and Los Angeles County Metropolitan Transportation Authority for roadway, transportation, and bicycle improvement projects. In addition, the Public Works Waste Division has successfully obtained multiple State grants to support waste management, recycling, and environmental compliance programs.

Although many grants are transportation or infrastructure focused, Public Works provides project management, engineering, design, and construction oversight for capital projects citywide, including parks, facilities, traffic improvements, stormwater projects, and technology infrastructure. Staff continues to aggressively pursue grant funding and outside partnerships to help maximize improvements while minimizing impacts to the General Fund.

The funding source used for each project generally depends on the type of project and its eligibility requirements. The City receives capital project funding from a variety of local, regional, state, and federal sources, including gas taxes, Senate Bill 1 (SB1) roadway funding, Measure R and Measure M transportation sales tax funds, CalRecycle grants, Development Impact Fees (fees collected from new development projects), Quimby funds for park development, Community Development Block Grant (CDBG) funds, Measure W stormwater funding, State Office of Grants and Local Serices (OGALS) funding, the 2024 Lease Revenue Bond Program, and other special revenue sources. Public Works is also focused on investing in projects that help reduce long-term maintenance and operational costs, improve infrastructure reliability, enhance public safety, and improve overall quality of life for residents and businesses.

The proposed FY 2026-2027 CIP includes approximately $208.9 million in planned capital investments across 63 projects citywide. The largest category of proposed investment is roadway improvements, totaling approximately $74.8 million, which represents approximately 36% of the overall CIP program. These roadway projects include street rehabilitation, transportation improvements, traffic operations, and roadway safety enhancements funded through a combination of regional, state, federal, and local funding sources.

The proposed FY 2026-2027 CIP funding sources are summarized below:

Funding Source	Proposed Amount
Community Broadband Capital Enterprise Fund	$61,250,000.00

General Fund	$30,000,000.00
Reimbursable Grants	$45,402,962.05
Special Revenue / Entitlement Funding	$43,832,710.48
2024 Lease Revenue Bond	$28,258,481.25
On-Call Operating Budget	$195,000.00
Total FY 2026-2027 CIP Estimate	$208,939,153.78

The proposed FY 2026-2027 CIP project categories are summarized below:

Project Type	Project Count	FY 2026-2027 Estimate	Percentage of Total CIP
Bikeways	5	$11,826,106.05	5.66%
Buildings	8	$4,947,767.49	2.37%
Parks	12	$19,043,102.00	9.11%
Roadways	14	$74,847,464.13	35.82%
Safety	3	$0.00	0.00%
Stormwater	4	$9,157,435.39	4.38%
Technology	2	$61,250,000.00	29.31%
Traffic	14	$27,466,089.72	13.15%
Trees	1	$401,189.00	0.19%
Grand Total	63	$208,939,153.78	100.00%

V. FISCAL IMPACT

Direction and feedback provided by the City Council during this Budget Workshop will help guide preparation of the proposed Fiscal Year (FY) 2026-2027 Operating Budget and final Capital Improvement Program (CIP) plan. The proposed FY 2026-2027 CIP is estimated at approximately $208 million and includes a combination of local, regional, state, federal, and enterprise funding sources to support infrastructure and public improvement projects throughout the City. Of the total proposed funding, approximately $45 million is anticipated to come from reimbursable grant funds, approximately $44 million from special revenue sources, approximately $28 million from the 2024 Lease Revenue Bond Program, approximately $61 million from the Community Broadband Capital Enterprise Fund, and approximately $30 million from the City's General Fund reserves. An additional proposed $195,000 would come from departmental operating budget funds.

The operating budget portion primarily relates to design and engineering services being performed by on-call professional consultants for certain capital projects. Although these services are funded through departmental operating budgets rather than traditional CIP construction accounts, staff determined it was important to include them within the overall CIP program because portions of this work may qualify toward the City's required local funding match for grant-funded projects. Local matching contributions are often required by grant agencies as part of the City's participation in state and federal funding programs.

A comprehensive exhibit accompanies this report and provides detailed information regarding the proposed CIP plan, including project descriptions, estimated costs, funding sources, and project schedules.

VI. EXHIBITS

1. Proposed FY 2026-2027 CIP Plan

Attachments

Exhibit 1. Proposed FY 2026-2027 CIP Plan

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ 25,000,000.00	$ -	$ -	$ -	$ -	$ -	COOP - Fund 284
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ 12,897,999.00	$ -	$ -	$ -	$ -	Measure M PS&E - Fund 283
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ -	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW0675	Roadways	Sepulveda Blvd -Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ -	$ 11,472,040.00	$ -	$ -	$ -	Measure M Metro Grant
1 Construction	PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ 25,372,546.58	$ -	$ -	$ -	$ -	$ -	OGALS
1 Construction	PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
1 Construction	PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ -	$ -	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
1 Construction	PW1393-5	Roadways	Avalon Boulevard - from Lomita Blvd to 223rd Street Roadway Reconstruction	Avalon Boulevard Reconstruction - from 223rd Street to Lomita Boulevard - Reconstruction and rehabilitation of existing roadway pavement to improve roadway conditions and ride quality, extend pavement life, and enhance traffic operations and public safety. The work primarily includes asphalt pavement reconstruction, grinding of deteriorated pavement surfaces, asphalt concrete overlay, localized full-depth pavement repairs, and replacement of failed pavement sections. Additional improvements may include adjustment of utility manholes and valve covers to grade, pavement striping and markings. (Combined Projects PW1620, 1393-5, and 1411-5)	$ 7,000,000.00	$ 7,000,000.00	$ -	$ -	$ -	$ -	General Fund
3 Maintenance	PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,120,000.00	$ -	$ 3,120,000.00	$ -	$ -	$ -	None

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
1 Construction	PW1411-5	Roadways	Avalon Boulevard - from Lomit Blvd to 223rd Street Concrete Replacement	Avalon Boulevard Reconstruction - from 223rd Street to Lomita Boulevard - Rremoval and replacement of deteriorated concrete improvements within the roadway area to restore structural integrity and improve public safety. The work includes demolition and reconstruction of damaged concrete pavement, curb and gutter, cross gutters, sidewalks, driveway approaches, and other miscellaneous concrete improvements. The project also includes removal and disposal of failed concrete sections, subgrade preparation, and placement of new concrete improvements. (Combined Projects PW1620, 1393-5, and 1411-5)	$ 791,314.00	$ 791,314.00	$ -	$ -	$ -	$ -	General Fund
3 Maintenance	PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	$ 900,000.00	$ -	$ 900,000.00	$ -	$ -	$ -	None
3 Maintenance	PW1416	Parks	**Calas Park & Fosia Park Roof Repair	Repair and replace roofing material at Calas (Complete) and Foisia Park	$ 666,078.00	$ 500,000.00	$ -	$ -	$ -	$ -	Community Facilities District (CFD)
2 Design	PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ -	$ -	$ -	Metro Measure M Grant
2 Design	PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ 4,264,525.00	$ -	$ 1,567,800.00	$ -	$ -	$ -	HSIP
2 Design	PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ 2,696,725.00	$ -	$ -	$ -	General Fund
2 Design	PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)
2 Design	PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ 20,321,562.00	$ 8,727,481.00	$ 8,727,481.00	$ -	$ -	$ -	Metro Measure M Grant
2 Design	PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ -	$ -	$ -	$ -	HSIP
2 Design	PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ 2,866,600.00	$ -	$ -	$ -	General Fund
2 Design	PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)
3 Maintenance	PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Del Amo, Dolphin, Dominguez, Hemingway, Stevenson, Veterans)	$ 375,000.00	$ -	$ 375,000.00	$ -	$ -	$ -	General Fund

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ 12,557,174.00	$ 500,000.00	$ 242,518.00	$ -	$ -	$ -	MTA Grant
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ -	$ 45,000.00	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ -	$ -	$ 11,800,000.00	$ -	$ -	$ -	None
1 Construction	PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	$ 22,110,713.36	$ -	$ -	$ -	$ -	$ -	Measure W
2 Design	PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy. Upgrade of curb ramps citywide.	$ 3,601,000.00	$ 1,500,000.00	$ 1,951,000.00	$ -	$ -	$ -	Caltrans
2 Design	PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy. Upgrade of curb ramps citywide.	$ -	$ -	$ -	$ -		$ -	General Fund
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ 5,423,682.00	$ 500,000.00	$ 497,564.00	$ -	$ -	$ -	MTA Grant
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ -	$ -	$ -	$ -	$ -	$ -	TDA Article 3
2 Design	PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ -	$ -	$ 4,430,514.00	$ -	$ -	$ -	None
2 Design	PW1608	Roadways	MLK Blvd Improvements	Reconstruction of Martin Luther King Blvd. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	$ 6,000,000.00	$ -	$ 6,000,000.00	$ -	$ -	$ -	None
1 Construction	PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ 12,800,000.00	$ -	$ -	$ -	$ -	$ -	OGALS
1 Construction	PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
1 Construction	PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
2 Design	PW1612	Traffic	Traffic Signal Installation-Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ 800,000.00	$ -	$ -	$ -	$ -	$ -	DIF Traffic (4941)
2 Design	PW1612	Traffic	Traffic Signal Installation-Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ -	$ -	$ 800,000.00	$ -	$ -	$ -	None
2 Design	PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	$ 400,000.00	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
2 Design	PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	$ 600,000.00	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds
2 Design	PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development		$ 24,181,173.00				$ -	2024 Lease Revenue Bond
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ 49,750,000.00	$ 15,367.00	$ -	$ -	$ -	$ -	Measure MR-MM Bonds
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development		$ 1,174,122.00				$ -	Measure MR-MM Bonds
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development		$ 7,944,581.00				$ -	Measure MR-MM Bonds
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development		$ 1,250,000.00				$ -	Measure MR-MM Bonds
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development		$ 750,000.00				$ -	Development Impact Fee
2 Design	PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development		$ 18,000.00				$ -	2024 Lease Revenue Bond
2 Design	PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitation, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	$ 5,000,000.00	$ -	$ 5,000,000.00	$ -	$ -	$ -	None
1 Construction	PW1630	Parks	Anderson Park Electrical Panel- Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	$ 75,000.00	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
1 Construction	PW1632	Buildings	Community Center Coiling Wall & Seismic Analysis	Repair coiling wall at Community Center Main Hall - Seismic Analysis	$ 1,484,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW1636	Parks	Mills Park Renovations	Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant	$ 3,483,335.00	$ -	$ -	$ -	$ -	$ -	OGALS
1 Construction	PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
1 Construction	PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
1 Construction	PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
1 Construction	PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.		$ 2,000,000.00				$ -	General Fund
3 Maintenance	PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	None
2 Design	PW1640	Parks	Replace Park Rubberized Play Surface and Playground Structures- Phase 2	Replace the entire rubberized play surface and play structures at Parks and Mini Parks	$ 12,000,000.00	$ 2,500,000.00	$ 8,000,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ 6,000,000.00	$ -	$ 3,499,181.00	$ -	$ -	$ -	None
2 Design	PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ -	$ 740,819.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)
2 Design	PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ -	$ 1,760,000.00	$ -	$ -	$ -	$ -	Metro Grant
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting - LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ -	$ -	$ -	$ -	$ -	$ -	Load Shed - Fund 246
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting - LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 1,226,494.30	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting - LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 1,707,457.00	$ 1,513,102.00		$ -	$ -	$ -	DIF Park & Related Facilities (4942)

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting - LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 454,000.00	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)
1 Construction	PW1648	Parks	*Athletic Field and walking path replacement Lighting - LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ -	$ -	$ 2,400,000.00	$ -	$ -	$ -	None
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ 3,529,123.00	$ 1,522,350.00	$ -	$ -	$ -	$ -	HSIP
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ -	$ 1,058,233.00	$ -	$ -	$ -	$ -	DIF Traffic (4941)
1 Construction	PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ -	$ 750,000.00	$ -	$ -	$ -	$ -	DIF MBK
1 Construction	PW1657	Traffic	*Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ 5,661,686.00	$ 4,323,500.00	$ -	$ -	$ -	$ -	Measure R Grant
1 Construction	PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ -	$ 1,208,686.00	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW1667	Traffic	*Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	$ 1,000,000.00	$ 1,000,000.00	$ -	$ -	$ -	$ -	Metro Measure M Grant
2 Design	PW1671	Parks	**Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630 & 1648)	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	none
3 Maintenance	PW1673	Parks	**Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	$ 900,000.00	$ -	$ -	$ -	$ 450,000.00	$ -	None

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
1 Construction	PW1674	Safety	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ 7,351,975.08	$ -	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW1674	Safety	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
1 Construction	PW1674	Safety	**Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
1 Construction	PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street & Avalon)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	$ 3,000,000.00	$ 2,500,000.00	$ -	$ -	$ -	$ -	Measure W
2 Design	PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program.	$ 1,364,143.00	$ -	$ -	$ -	$ -	$ -	Measure W
1 Construction	PW1687	Traffic	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ 1,297,012.00	$ 997,012.00	$ -	$ -	$ -	$ -	Measure M Grant
1 Construction	PW1687	Traffic	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ -	$ 4,793.72	$ -	$ -	$ -	$ -	Proposition C
1 Construction	PW1688	Traffic	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	Metro Grant
1 Construction	PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,500,000.00	$ -	$ 4,500,000.00	$ -	$ -	$ -	None
3 Maintenance	PW1692	Stormwater	*Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	$ 1,037,500.00	$ 373,234.39	$ 207,500.00	$ -	$ -	$ -	Safe Clean Water
3 Maintenance	PW1692	Stormwater	*Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	$ 1,037,500.00	$ -	$ 207,500.00	$ 207,500.00	$ -	$ -	General Fund
2 Design	PW1698	Roadways	*City Utilities Master Plan	1. Sewer & Storm Drain Line Evaluation throughout the City to determine capacity for future delvelopment. 2. Update reclaimed water pipeline network throughout the City. Working with WBMWD's engineering division	$ 325,000.00	$ -	$ 325,000.00	$ -	$ -	$ -	DIF Administraion (4940)
3 Maintenance	PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	$ 1,870,000.00	$ -	$ 1,870,000.00	$ -	$ -	$ -	None

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2 Design	PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ 6,240,379.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	Cal Trans
2 Design	PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ -	$ -	$ 4,240,379.00	$ -	$ -	$ -	None
2 Design	PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1707	Parks	Stevenson Park Picnic	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	$ 2,500,000.00	$ -	$ 2,000,000.00	$ -	$ -	$ -	None
2 Design	PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,900,000.00	$ -	$ 3,900,000.00	$ -	$ -	$ -	None
3 Maintenance	PW1712	Buildings	Civic Buildng Mechanical Upgrade	Replacement of the heat exchanger at City Hall	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	General Fund
3 Maintenance	PW1720	Buildings	City Hall & Community Center Elevators	Full modification of City Hall & Community Center Elevator	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1723	Buildings	International Scuplture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	$ 200,000.00	$ -	$ -	$ -	$ -	$ 200,000.00	None
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ 10,000,000.00	$ 161,000.00	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ -	$ -	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
1 Construction	PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
2 Design	PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	Fed Gov't Appropriation from HUD Grant# B-23-CP-0CA-0076
2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide safety buffer safeguarding against material price volatility or unforeseen field conditions. Estimated at $1,341,600.	$ 7,000,000.00	$ -	$ 7,000,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs . Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide	$ -	$ -	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944)

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2 Design	PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs. Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide safety buffer safeguarding against material price volatility or unforeseen field conditions. Estimated at $1,341,600.	$ -	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)
2 Design	PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ 1,966,000.00	$ -	$ -	$ -	None
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ 35,000.00	$ -	$ -	$ -	$ -	Community Facilities District (CFD)
2 Design	PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,375,000.00	$ 2,409,000.00	$ -	$ -	$ -	$ -	Surface Transporation Program Local (STPL)
2 Design	PW1755	Roadways	Santa Fe Ave. Rehabilitation - Carson St. to Del Amo Ave.	Santa Fe Ave. (1.1 miles) Grind and overlay from Carson to Del Amo. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,800,000.00	$ -	$ 4,800,000.00	$ -	$ -	$ -	None
3 Maintenance	PW1756	Roadways	Figueroa Street - Lomita to 223rd St.	1.8 miles. Figueroa St. Grind and overlay. (Combine with PW1774)	$ 7,900,000.00	$ -	$ 7,900,000.00	$ -	$ -	$ -	None
2 Design	PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 6,556,047.00	$ 6,200,000.00	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288
2 Design	PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.		$ -	$ 300,000.00			$ -	None
2 Design	PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288

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2 Design	PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	None
3 Maintenance	PW1762	Roadways	Wilmington Ave - Lomita Boulevard to 223rd Street - Roadway Reconstruction	Reconstruction and rehabilitation of existing roadway infrastructure to improve pavement conditions, traffic operations, drainage, and public safety. The work includes asphalt pavement reconstruction, cold milling and asphalt concrete overlay, localized full-depth pavement repairs, and replacement of deteriorated roadway sections. Concrete-related improvements include removal and replacement of damaged curb and gutter, sidewalks, driveway approaches, cross gutters, access ramps, and other miscellaneous concrete improvements. Additional work may include subgrade preparation, adjustment of utility manholes and valve covers to grade, pavement striping and markings, traffic control, and drainage improvements.	$ 7,900,000.00	$ -	$ 7,900,000.00	$ -	$ -	$ -	General Fund
1 Construction	PW1774	Roadways	Sepulveda (110 Fwy to Figueroa)	Sepulveda Blvd. Grind and Overlay. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps. (Combined with PW1756)	$ 700,000.00	$ -	$ 700,000.00	$ -	$ -	$ -	None
2 Design	PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	$ 800,000.00	$ -	$ 800,000.00	$ -	$ -	$ -	Future Carson Street-Lighting District Funds
2 Design	PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	$ 6,000,000.00	$ 5,980,000.00	$ -	$ -	$ -	$ -	LA County Sanitation Districts
2 Design	PW1780	Traffic	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ 11,477,000.00	$ 5,738,500.00	$ 5,738,500.00	$ -	$ -	$ -	Metro Grant
2 Design	PW1780	Traffic	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ -	$ -	$ -	$ -	$ -	$ -	None
1 Construction	PW1784	Traffic	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ 800,000.00	$ 800,000.00	$ -	$ -	$ -	$ -	DIF Traffic (4941)
1 Construction	PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1785	Bikeways	Carson Bicycle Action Plan	Carson's Master Bicycle Action Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	$ 897,000.00	$ 553,625.05	$ -	$ -	$ -	$ -	ATP Cycle 6

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1 Construction	PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ -	$ 138,459.24	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944)
1 Construction	PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ 1,697,000.00	$ 898,308.25	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
1 Construction	PW1790	Technology	Community Center and Amphitheatre Lighting and AV Equipment Upgrade	Installation of AV Equipment and Operating System for Premier Events	$ 2,500,000.00	$ -	$ 2,500,000.00	$ -	$ -	$ -	None
3 Maintenance	PW1791	Roadways	Street Repair	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ 32,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	General Fund
3 Maintenance	PW1791	Roadways	Street Repair	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
2 Design	PW1792	Traffic	Traffic Reliability Improvements	Replace obsolete traffic signal battery backup systems, controllers, loop detection systems, with state of the art equipment capable of detecting bicycles, pedestrians, neighborhood electric vehicles, and prepare Carson for emerging transportation and communication technologies.	$ 2,400,000.00	$ -	$ 2,400,000.00	$ -	$ -	$ -	None
2 Design	PW1793	Trees	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	Develop and Implement an Urban Forestry Master Plan	$ 1,000,000.00	$ 401,189.00	$ 378,010.00	$ 49,993.00	$ -	$ -	USDA Grant
1 Construction	PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ 3,000,000.00	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
1 Construction	PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ -	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
1 Construction	PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1796	Buildings	Carson Civic Center Redevelopment	Carson Civic Center Redevelopment	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1797	Technology	Citywide Municipal Fiber Optic Network Phase I	Phase I of Citywide Municipal Fiber Optic Network	$ 30,000,000.00	$ 6,250,000.00	$ -	$ -	$ -	$ -	Community Broadband Capital Outlay Enterprise Fund
2 Design	PW1798	Roadways	Delores Rehabilitation from Sepulveda to Carson Street	Delores Rehabilitation from Sepulveda to Carson Street	$ 8,000,000.00	$ -	$ 8,000,000.00	$ -	$ -	$ -	None
2 Design	PW1799	Roadways	Del Amo Rehabilitation from Main Street to Figueroa	Del Amo Rehabilitation from Main Street to Figueroa	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -	$ -	$ -	None
2 Design	PW1800	Stormwater	Citywide Stromdrain Repair	Repair all City-owned stormdrains	$ 3,000,000.00	$ -	$ 3,000,000.00	$ -	$ -	$ -	None
2 Design	PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ 6,700,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.		$ 300,000.00				$ -	Measure R

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
2 Design	PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.		$ 200,000.00				$ -	Measure M
2 Design	PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.		$ 200,000.00				$ -	DIF Beautification (4943)
2 Design	PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.		$ 456,000.00				$ -	Raised Medians
2 Design	PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ -	$ 1,430,000.00	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
2 Design	PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ 1,430,000.00	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1805	Parks	Calas Park	Removal of Wading Pool/New Picnic Shelter/ADA Pathway improvements	$ 1,500,000.00	$ -	$ -	$ 1,500,000.00	$ -	$ -	None
2 Design	PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades	$ 20,000,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades		$ -	$ 4,500,000.00			$ -	None
2 Design	PW1807	Parks	Foisia Park Aquatic Repairs	pool building/new mechanical equipment/electrical panels	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1808	Parks	Concrete Repairs at Pools Citywide	Redo the concrete at Carson Pool, Dominguez Aquatic Center, Foisia Pool, and Hemingway Aquatics Center	$ 2,000,000.00	$ -	$ 2,000,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1809	Parks	Veterans Sports Complex Installation of HVAC, Solar Panels and Generator	Installation of new HVAC systems, backup generator facilities, and solar panel infrastructure at Veterans Park to improve energy efficiency, operational reliability, and facility resiliency. Replacement and upgrade of existing HVAC equipment, installation of new heating and cooling systems, ducting, electrical connections, controls, and related mechanical improvements. It also includes installation of a standby emergency generator with associated electrical equipment and transfer switch systems to provide backup power during outages. Also included is the installation of solar photovoltaic panels and related electrical infrastructure to support renewable energy generation and reduce energy consumption. Additional work may include structural improvements, concrete pads, utility upgrades, trenching, and site restoration. (Combined with PW1732)	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1810	Parks	Walnut Mini-Park	Fix concrete sloping/landscaping clean up	$ 750,000.00	$ -	$ 750,000.00	$ -	$ -	$ -	None
2 Design	PW1811	Parks	Carson Event Center	Replace Early Childhood Education (ECE) playground so it is all abilities and ADA compliant	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	None
2 Design	PW1812	Parks	Dominguez Park	Room and Kitchen Remodel	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	None
2 Design	PW1813	Parks	Dolphin Park, Dominguez Park	New irrigation system for the entire park	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	None
2 Design	PW1814	Parks	Reflections Park	New redesign and landscaping	$ 750,000.00	$ -	$ 750,000.00	$ -	$ -	$ -	None
2 Design	PW1815	Parks	Veterans Park Skate park	To improve and fix the skate park at Veterans Park	$ 500,000.00	$ -	$ 500,000.00	$ -	$ -	$ -	None
2 Design	PW1816	Parks	Dominguez Park Pickleball Courts	Additional pickleball courts	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	None
2 Design	PW1817	Parks	Foisia Park Pickleball Courts	Conversion of handball courts into two pickleball courts	$ 100,000.00	$ 100,000.00		$ -	$ -	$ -	General Fund
2 Design	PW1818	Safety	Security Cameras	Installation of Surveillance Cameras at mini-parks.	$ 390,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1819	Safety	Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	The project focuses on installing an upgraded intrusion alarm and Halo smart sensor system. This system will improve security by using advanced technology for real-time monitoring and alerts for unauthorized access or suspicious activity. The Halo smart sensors will include environmental monitoring and automated alerts, providing a complete security solution.	$ 1,436,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1820	Safety	Fire suppression system installation at the Carson Community Event Center	The project involves the installation of a fire suppression system at the Carson Community Event Center to enhance safety and comply with fire safety regulations. This system will include advanced features such as sprinklers, alarm systems, and emergency exit signage to protect both the facility and its occupants from potential fire hazards.	$ 580,000.00	$ -	$ 580,000.00	$ -	$ -	$ -	None

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
2 Design	PW1821	Roadways	Caltrans Interchanges	Caltrans areas	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1822	Buildings	Teen Center	Design and Construction of City Teen Center	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City. (combine PW1823, PW1825, and PW1826)	$ 1,000,000.00	$ -				$ -	DIF Beautification (4943)
2 Design	PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City. (combine PW1823, PW1825, and PW1826)	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)
2 Design	PW1824	Roadways	Avalon Blvd. & Central Ave. from Turmont to University Dr. - Fence/Wall Replacement Project.	The project consists of the removal and replacement of deteriorated fence walls along Avalon Boulevard and Central Avenue from Turmont to University Dr. that have become structurally deficient and pose a safety hazard to pedestrians and the public. The work includes demolition and disposal of existing collapsing wall sections, construction of new fence walls and foundations, and installation of related structural and architectural improvements. Additional work may include sidewalk restoration, grading, drainage improvements, utility adjustments, landscaping restoration, traffic and pedestrian control. The project is intended to improve public safety, enhance pedestrian accessibility, restore structural integrity, and improve the overall appearance and functionality of the corridor.	$ 10,000,000.00	$ 500,000.00	$ 9,500,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1825	Roadways	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	Archways and Wayfinding Signs - The project includes the design, fabrication, and installation of gateway archways at key entry corridors, monument signs at prominent locations, and a comprehensive wayfinding signage system directing motorists, bicyclists, and pedestrians to major destinations, civic facilities, parks, commercial centers, and community landmarks. Improvements may include decorative architectural features, illuminated signage, landscaping enhancements, public art elements, branding components, and ADA-compliant directional signage designed to reflect the City's character and community identity. The goal of the project is to strengthen community identity, improve accessibility and navigation, enhance streetscape aesthetics, and create welcoming gateways throughout the City. (combine PW1823 - Wayfinding Signs, PW1825 - Archways, and PW1826 - Monuments)	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	Measure R
2 Design	PW1825	Roadways	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	Archways and Wayfinding Signs - The project includes the design, fabrication, and installation of gateway archways at key entry corridors, monument signs at prominent locations, and a comprehensive wayfinding signage system directing motorists, bicyclists, and pedestrians to major destinations, civic facilities, parks, commercial centers, and community landmarks. Improvements may include decorative architectural features, illuminated signage, landscaping enhancements, public art elements, branding components, and ADA-compliant directional signage designed to reflect the City's character and community identity. The goal of the project is to strengthen community identity, improve accessibility and navigation, enhance streetscape aesthetics, and create welcoming gateways throughout the City. (combine PW1823 - Wayfinding Signs, PW1825 - Archways, and PW1826 - Monuments)	$ -	$ 4,000,000.00	$ 1,000,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)
2 Design	PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	Measure R

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
2 Design	PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)		$ -		$ -		$ -	None
2 Design	PW1827	Roadways	Shared Central Ave Project with City of Compton	Shared Central Ave Project with City of Compton	$ 874,908.13	$ 874,908.13				$ -	Community Facilities District (CFD)
2 Design	PW1828	Traffic	South Bay Travel Network	Design and Construct a Local Travel Network (LTN) within Carson to establish routes for low speed travel using neighborhood electric vehicles (NEV) as well as other slow-speed zero-emission modes	$ 4,512,915.00	$ 3,858,096.00	$ -	$ -	$ -	$ -	Measure M Grant
2 Design	PW1829	Traffic	Olympic Ready ITS	Improve the Intelligent Transportation Systems (ITS) infrastructure in the corridors leading towards the Dignity Health Sports Complex	$ 750,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	Measure M Grant
2 Design	PW1832	Traffic	Traffic Signal Installation at Grace Ave and 213th St	Traffic Signal Installation at Grace Ave and 213th St	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	Developer Funds
2 Design	PW1833	Roadways	Citywide Street Name Sign Replacement	Replacement of Street Name Signs Citywide to align with new style guidelines	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1833	Roadways	Citywide Street Name Sign Replacement	Replacement of Street Name Signs Citywide to align with new style guidelines	$ -	$ 1,000,000.00	$ -	$ -		$ -	General Fund
2 Design	PW1834	Technology	Citywide Municipal Fiber Optic Network Phase 2	Phase II of Citywide Municipal Fiber Optic Network	$ 55,000,000.00	$ 55,000,000.00				$ -	Community Broadband Capital Outlay Enterprise Fund
1 Construction	PW1835	Buildings	Community Center Flooring	Replace carpeting/flooring at Community Center West Wing	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1836	Buildings	EV Chargers at City Facilities*	Additional chargers at City Hall, Foisia Park, and Carriage Crest Park	$ 750,000.00	$ 500,000.00	$ 250,000.00	$ -	$ -	$ -	General Fund
2 Design	PW1837	Buildings	Digital Banners*	Digital Banners for community messaging	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1839	Traffic	Traffic Signal Modification at Delores & Sepulveda	Traffic Signal Modification at Delores & Sepulveda	$ 709,300.00	$ 638,370.00				$ -	HSIP
2 Design	PW1839	Traffic	Traffic Signal Modification at Delores & Sepulveda	Traffic Signal Modification at Delores & Sepulveda		$ 70,930.00				$ -	AQMD
2 Design	PW1840	Traffic	Avalon Traffic Signal and Crosswalk Upgrades	Upgrade to the traffic signals and crosswalks at Avalon & University and Avalon & MLK	$ 385,000.00	$ 346,500.00				$ -	HSIP
2 Design	PW1840	Traffic	Avalon Traffic Signal and Crosswalk Upgrades	Upgrade to the traffic signals and crosswalks at Avalon & University and Avalon & MLK		$ 38,500.00				$ -	AQMD
2 Design	PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ 1,209,800.00	$ 967,840.00				$ -	FedHWY
2 Design	PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.		$ 161,960.00				$ -	DIF Transportation (4945)

PHASE	PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Project Estimate	FY26-27 Estimate	FY27-28 Estimate	FY28-29 Estimate	FY29-30 Estimate	FY30-31 Estimate	Funding Source
2 Design	PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.		$ 80,000.00				$ -	TDA
2 Design	PW1842	Traffic	Traffic Signal Upgrade at Wilmington & Lomita	Traffic Signal Upgrade at Wilmington & Lomita	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1843	Traffic	Traffic Signal Upgrade at Avalon & Desford	Traffic Signal Upgrade at Avalon & Desford	$ -	$ -	$ -	$ -	$ -	$ -	None
2 Design	PW1844	Parks	Park Marquee Signs	New Marquee signs at parks citywide	$ 1,732,500.00	$ 1,500,000.00	$ 232,500.00	$ -	$ -	$ -	General Fund
2 Design	PW1845	Stormwater	Dominguez Channel Estuary Assessment Study	City's portion of the shared cost of the Dominguez Channel Estuary Assessment Study	$ 304,201.00	$ 304,201.00				$ -	Measure W
2 Design	PW1846	Traffic	Traffic Analysis for the Upcoming LA 2028 Olympics and Paralympics	The Project will evaluate and develop comprehensive traffic management and mobility strategies to support regional transportation operations during the 2028 Olympic and Paralympic Games hosted in the Los Angeles region. The project will assess existing and projected traffic conditions associated with Olympic venues, training facilities, transit hubs, designated event routes, and surrounding communities to minimize congestion, maintain emergency access, and enhance overall mobility and safety. The project scope includes traffic data collection, traffic modeling and simulation, intersection analysis, roadway capacity evaluations, parking and curb management assessments, transit coordination, and development of transportation demand management (TDM) strategies. The study will also evaluate temporary traffic control measures, shuttle and bus operations, freight movement impacts, pedestrian and bicycle circulation, signal timing optimization, intelligent transportation systems (ITS), and coordination with regional agencies including LA28, Los Angeles County Metropolitan Transportation Authority, Caltrans, and local jurisdictions.	$ 200,000.00	$ 200,000.00	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW1847	Traffic	Traffic Signal Installation at Carriage Crest Entrance and Sepulveda Blvd.	Installation of a new traffic signal system which includes traffic signal poles, mast arms, signal heads, and related civil improvements such as pavement striping and markings, curb ramps compliant with ADA requirements. The project is intended to enhance traffic operations, provide safe crossings for park users and the public, and accommodate increased traffic and pedestrian activity to serve the expanded area of Carriagecrest Park.	$ 750,000.00	$ 700,000.00	$ -	$ -	$ -	$ -	General Fund
1 Construction	PW1848	Roadways	Citywide Concrete Program	Concrete Repair Citywide	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	General Fund
2 Design	PW1849	Roadways	Streetscape Master Plan - 223rd	Design and construction of median landscaping for segments on 223rd from Lucerne to Alameda	$ 3,650,000.00	$ 150,000.00	$ 3,500,000.00			$ -	General Fund
1 Construction	PW1850	Buildings	Public Works and Community Services Corporate Yard Roof Improvements	Comprehensive rehabilitation including a full "tear off and replacement" of Public Works (Building A) roof and protective seal coating of Community Services Roof (Building C), and Warehouse and Fleet Mechanics Roof (Building B) to extend the service life of the existig systems and prevent future degradation.	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	General Fund
					$ 575,564,870.45	**$ 208,939,153.78**	**$ 182,041,812.00**	**$ 2,757,493.00**	**$ 450,000.00**	**$ 200,000.00**	

File #: **Version:**

Report to Honorable Mayor and City Council

Wednesday, May 20, 2026, 5:00 PM

DISCUSSION 38.

To: Honorable Mayor and City Council

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

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

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

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

1. Updated Local Appointments List for Commissions, Committees, and Boards

Attachments

Updated Local Appointments List for Commissions Committees and Boards.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 commissions, committees, or boards below, 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 appointment
Vacant

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

Commissioner		Appointed	Term Expir
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

Commissioner		Appointed	Term Expire
Rojas, Alejandro (JH)		04-21-26	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:

Commissioner		Appointed	Term Expire
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	10-21-25	11-30-26
Padua, Luz (LDH)	Disability Advocate	10-21-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	11-30-26
Vacant (LDH)	Youth		11-30-26

[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 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: Kimberyly Madrigal, Administrative Secretary x3581

Commissioner		Appointed	Term Expire
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 (CMC §2700); § 606 of the City Charter

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: 2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)

Staff Liaison: Christopher Palmer, Economic Development Manager x1365

Support Staff: McKina Alexander, Planning Manager x1326; Laura Gonzalez, Planning Secretary x 1328

Commissioner		Appointed	Term Expire
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 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: 4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison: Danielle Halsey, Public Information Analyst x1606
Support Staff: Christine Foisia, Senior Clerk x1740

Commissioner		Appointed	Term Expire
Eatman, Sonya (LDH)	Community Rep.	12-03-24	11-30-26
Waddis, Dorcas (LDH)*	Community Rep.	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Rep.	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Rep.	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:

Commissioner		Appointed	Term Expire
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 James, Division Secretary x1801

Commissioner		Appointed	Term Expire
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
Howard, Kobii (LDH)		01-20-26	11-30-26
Hollaway, John (LDH)		04-07-26	11-30-26
Vacant (CH)			11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Vacant (JH)			11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		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/Donminguez room)

Staff Liaison: Mike Whittiker, Jr., Director of Community Services x1780; Dani Cook, Human Services Supervisor x1480
Support Staff: Brenda Reed, Senior Clerk x1775

Commissioner		Appointed	Term Expire
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 Sports Complex - Activity Room)

Staff Liaison: Kisheen Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

Commissioner		Appointed	Term Expire
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:

Commissioner		Appointed	Term Expire
De La Cruz Manio, Connie (LDH)		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
Vacant (LDH)	Alt. 1		11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Gills Washington, Christina (LDH) *Pending Oath	Alt. 3	04-07-26	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 x 1721
Support Staff:

Commissioner		Appointed	Term Expir
Mitchell, Hannah (LDH)		06-06-24	11-30-26
Moore, Joshua (JH)		06-06-24	11-30-26
Redway, Khristopher (LDH)		06-06-24	11-30-26
Estrada, Juan (LDH)		06-06-24	11-30-26
Villasana, Andrea (JD)		12-03-24	11-30-26
Mitchell, Jazcidi (LDH)		12-03-24	11-30-26
Zulueta, Nathaniel (LDH)**		02-17-26	11-30-26
Smith, Zoey (CH)		06-06-24	11-30-26
Vacant (LDH)			11-30-26
Homna, Kayla (AR)		01-07-25	11-30-26
Macias, Lea (LDH)		01-07-25	11-30-26
Ortiz, Miranda (LDH)	Alt. 1	01-06-26	11-30-26
Cones-Canx, Sydney (LDH)	Alt. 2	01-06-26	11-30-26
Cruz, Jayden (LDH) *Pending Oath	Alt. 3	01-06-26	11-30-26

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. 221-030
Membership: 5 members; 2 alternates
Qualification: Resident of the City of Carson
Meetings: 2nd Tuesday, 6:30 p.m. (Community Center)
Staff Liaison: William Jefferson, Director of Finance x1756
Support Staff: Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expire
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 City Charter

Membership: 7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenant 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 Expire
Vacant (JH)	At-large		11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Hernandez, Susan (AR)	At-large	04-21-26	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)	Park Owner	12-02-25	11-30-26
Forbath, Susy (LDH)	Park Owner	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	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 Expire
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, Planning Manager x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expire
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 Expire
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
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 01-16-21

	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 Ecents 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	06-18-24
Mayor Pro Tempore Hicks, Sr.	06-18-24

[36] Gil Smith Mermorial 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 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 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 03-03-25

	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	Alternate	12-03-24

[41] Clean Power Alliance
Ord. No. 17-1633; LACCE Joint Powers (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 SanitationDistricts 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 Expire
Councilmember Dear	Delegate	01-26-21	01-05-26
		(effective 01-03-22)	

[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	Alternate	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	Alternate	12-03-24

[50] South Bay Workforce Investment Board

		Appointed	Term Expir
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.	Alternate	01-26-21