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

Tuesday, September 1, 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**

PUBLIC COMMENTS CAN BE MADE LIVE DURING ORAL COMMUNICATIONS PORTION OF THE AGENDA.

- **In Person at Council Chambers: Submitting a Public Comment Card to City Clerk during Council Meeting.**
- **Virtual via Two-way audiovisual platform:**
  - **Join Online: Zoom: https://us06web.zoom.us/j/84636630313?pwd=kmb6K91M9m0U1x2KJcn19fV1g55owL.1**

    Passcode: 227766

- **Join via Phone: +1 669 900 6833 US**

  Meeting ID: 84636630313#

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

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR JIMMY ORELLANA FROM CALVARY LIFE

CLOSED SESSION (Item 2)

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 1 case(s).

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

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)

PRESENTATIONS (Items 3-4)

3. UPDATE ON ANIMAL CONTROL ACTIVITIES FOR FISCAL YEAR 2025-2026

4. CERTIFICATE RECOGNIZING DRE'LONDE "DRE" JOHNSON NCAA CHAMPIONSHIP TRACK AND FIELD QUALIFIER

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 5)

5. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 21, 2026 (REGULAR); AUGUST 4, 2026 (REGULAR); AUGUST 7, 2026 (SPECIAL); AUGUST 10, 2026 (ADJOURNED SPECIAL); AUGUST 11, 2026 (SPECIAL); AND AUGUST 12, 2026 (SPECIAL)
   RECOMMENDED ACTION
   — 1. APPROVE the minutes as listed.

CONSENT (Items 6-21)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

6. CONSIDER A REPORT OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JULY 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)
   RECOMMENDED ACTION
   — 1. RECEIVE and FILE contract report (City Manager), July 2026 exhibit one.
   — 2. RECEIVE and FILE contract report (Designee), July 2026 exhibit two.
   — 3. RECEIVE and FILE budget transfer report, July 2026 exhibit three.

7. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JULY 1, 2026, THROUGH JULY 31, 2026, (CITY COUNCIL)
   RECOMMENDED ACTION
   — 1. RECEIVE and FILE this report.

8. CONSIDER ADOPTING RESOLUTION NO. 26-103, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $596,556.16 DEMAND CHECK NUMBERS 186781 THROUGH 186978 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $596,556.16 DEMAND CHECK NUMBERS 186781 THROUGH 186987."

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

10. CONSIDER APPROVAL OF A CITYWIDE ON-CALL PURCHASE AGREEMENT WITH GOFORTH & MARTI (dba GM BUSINESS INTERIORS) FOR AS-NEEDED OFFICE FURNITURE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RATIFY waiver of the formal bidding procedures required under CMC Section 2610, as allowed by CMC Section 2611(f) (Piggyback Purchasing).

— 2. APPROVE a Purchase Agreement with Goforth & Marti, doing business as G/M Business Interiors, pursuant to the City's piggyback purchasing authority under CMC Section 2611(f), utilizing County of Orange Regional Cooperative Agreement No. RCA-017-22010154 for the purchase of as-needed Free-Standing Modular Furniture and Installation Services, for a total amount not-to-exceed $450,000.

— 3. AUTHORIZE the Mayor to execute the Purchase Agreement approved as to form by the City Attorney.

11. CONSIDER APPROVAL OF AMENDMENT NO. 6 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES WITH PRINCIPAL LIFE INSURANCE COMPANY FOR ADMINISTRATION OF THE CITY OF CARSON SELF-INSURED DENTAL PLAN AGREEMENT, EXTENDING THE TERM OF THE AGREEMENT FOR ADMINISTRATIVE SERVICES BY TWO MONTHS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 6 to the Agreement for Administrative Services with Principal Life Insurance Company, thereby extending the term of the Agreement from November 1, 2026 through December 31, 2026, at the existing applicable fee rates; and,

— 2. AUTHORIZE an additional $12,000 in funding to cover anticipated administrative service fees and remaining monthly billing through the end of the extended contract term pursuant to Amendment No. 6; and,

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

12. CONSIDER ADOPTION OF RESOLUTION NO. 26-079, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 BY APPROVING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM SPECIAL PROJECTS MANAGER TO REAL PROPERTY SERVICES MANAGER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-079, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM SPECIAL PROJECTS MANAGER TO REAL PROPERTY SERVICES MANAGER."

13. CONSIDER ADOPTION OF RESOLUTIONS AMENDING THE FISCAL YEAR 2026–2027 BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL EQUITABLE COMMUNITY REVITALIZATION GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR CONTINUED ENVIRONMENTAL SITE INVESTIGATION ACTIVITIES AT 526 WEST CARSON STREET AND 21704 SOUTH FIGUEROA STREET (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-100, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026–2027 BUDGET TO ACCEPT AND APPROPRIATE $375,000 IN ADDITIONAL EQUITABLE COMMUNITY REVITALIZATION GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR CONTINUED ENVIRONMENTAL SITE INVESTIGATION ACTIVITIES AT 526 WEST CARSON STREET AND 21704 SOUTH FIGUEROA STREET”; and

— 2. AUTHORIZE the City Manager, or designee, to execute any documents, amendments, reimbursement requests, forms, certifications, budget adjustments, and related actions necessary to carry out the intent of the Resolution and administer the grant funds in accordance with the requirements of the California Department of Toxic Substances Control; and,

— 3. WAIVE further reading and ADOPT Resolution No. 26-101, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND".

14. CONSIDER RESOLUTION NO. 26-104, A RESOLUTION AUTHORIZING THE SUBMITTAL APPLICATION FOR GRANT FUNDING UNDER THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM AS ADMINISTERED BY THE STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-104 “A RESOLUTION AUTHORIZING THE SUBMITTAL APPLICATION FOR GRANT FUNDING UNDER THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM AS ADMINISTERED BY THE STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL.”

15. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING AND AMENDMENT NO. 2 TO THE AFFILIATION AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS TO ESTABLISH AN OCCUPATIONAL THERAPY DOCTORAL CAPSTONE PROGRAM AT CITY FACILITIES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 3 to the existing Memorandum of Understanding (MOU) with California State University, Dominguez Hills; and,

— 2. APPROVE the proposed Amendment No. 2 to the Affiliation Agreement with California State University, Dominguez Hills, on behalf of its Occupational Therapy Program; and,

— 3. AUTHORIZE the Mayor to execute the proposed MOU Amendment No. 3 and proposed Affiliation Agreement Amendment No. 2, subject to approval as to form by the City Attorney.

16. CONSIDER APPROVAL OF A DEED RESTRICTION FOR THE VETERANS SPORTSCOMPLEX BLEACHER AND GYM FLOOR IMPROVEMENT PROJECTS FUNDED BY LOS ANGELES COUNTY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Deed Restriction; and,

— 2. AUTHORIZE the City Manager to execute the Deed Restriction, following approval as to form by the City Attorney.

17. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 1 AND 2, AND CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 3 AND 4 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 2 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. for annual sidewalk and concrete maintenance services in Council Districts 1 and 2, increasing the contract amount by $303,050, for a revised total contract amount not to exceed $1,109,150, and extending the agreement through January 30, 2028;

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 for Council Districts 1 and 2, subject to approval as to form by the City Attorney;

— 3. APPROVE the proposed Amendment No. 2 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. for annual sidewalk and concrete maintenance services in Council Districts 3 and 4, increasing the contract amount by $303,050, for a revised total contract amount not to exceed $1,109,150, and extending the agreement through January 30, 2028; and,

— 4. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 for Council Districts 3 and 4, subject to approval as to form by the City Attorney.

18. CONSIDER AWARDING A FIVE-YEAR PUBLIC WORKS AGREEMENT TO A.O. REED & CO., LLC, A LEGENCY COMPANY, FOR ON-CALL BACKFLOW PREVENTION DEVICE TESTING, CERTIFICATION, REPAIR, AND REPLACEMENT SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a five-year Public Works Agreement with A.O. Reed & Co., LLC to provide on-call certified backflow prevention device testing, repair, and replacement services, for a total amount not to exceed $141,570 over the five-year term (Exhibit 3); and,

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

19. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BREEN DESIGN GROUP FOR ON-CALL ARCHITECTURAL AND DESIGN SERVICES IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT'S ENGINEERING DIVISION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 2 to the Professional Services Agreement with Breen Design Group for on-call professional architectural and design services, extending the agreement for an additional eighteen (18) months and increasing the contract amount by $409,000, for a revised total contract amount not to exceed $1,609,000; and,

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

20. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT WITH TOTUM CORP. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 4 to the Contract Services Agreement with Totum Corp. for on-call Construction Management and Construction Inspection services, extending the agreement for an additional six (6) months, through June 2027, and increasing the contract amount by $275,000, for a revised total contract amount not to exceed $1,757,635; and,

— 2. AUTHORIZE the Mayor to execute the proposed Amendment No. 4 with Totum Corp., subject to approval as to form by the City Attorney.

21. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES FOR ON-CALL PROFESSIONAL TRAFFIC ENGINEERING SERVICES IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement with Albert A. Webb Associates, extending the agreement for one (1) additional year, through December 31, 2027, and increasing the contract amount by $270,000, for a revised total contract amount not to exceed $1,600,000; and,

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

SPECIAL ORDERS OF THE DAY (Item 22)

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

22. PUBLIC HEARING TO CONSIDER (1) ADOPTION OF RESOLUTION NO. 26-102, APPROVING (A) DEVELOPMENT AND SITE PLAN REVIEW (DOR) NO. 00015-26, (B) AMENDED VESTING TENTATIVE TRACT MAP 83841 (TTM NO. 00001-26), AND (C) CEQA GUIDELINES 15168 CONSISTENCY MEMO, AND (2) INTRODUCTION AND FIRST READING OF (A) ORDINANCE NO. 26-2612, APPROVING SPECIFIC PLAN AMENDMENT (SPA) NO. 00004-26 AND (B) ORDINANCE NO. 26-2613, APPROVING AMENDED & RESTATED DEVELOPMENT AGREEMENT (DA) NO. 00001-26 BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC, FOR THE DEVELOPMENT OF FIVE INDUSTRIAL BUILDINGS ON A 96-ACRE PORTION OF A 157-ACRE SITE LOCATED AT 20400 MAIN STREET (CITY COUNCIL)

    RECOMMENDED ACTION

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

    — 2. WAIVE further reading and ADOPT Resolution No. 26-102, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING (A) DEVELOPMENT AND SITE PLAN REVIEW (DOR) NO. 00015-26, (B) AMENDED VESTING TENTATIVE TRACT MAP 83841 (TTM NO. 00001-26), AND (C) CEQA GUIDELINES 15168 CONSISTENCY MEMO, FOR THE DEVELOPMENT OF FIVE LIGHT INDUSTRIAL BUILDINGS ON A 96-ACRE PORTION OF A 157-ACRE SITE LOCATED AT 20400 MAIN STREET"; and,

    — 3. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, of Ordinance No. 26-2612, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SPA) NO. 00004-2026) TO MODIFY PERMITTED USES, DESIGN FEATURES, AND OPERATIONAL CHARACTERISTICS, AND FINDING CEQA GUIDELINES 15168 CONSISTENCY, FOR THE DEVELOPMENT OF FIVE INDUSTRIAL BUILDINGS ON A 96-ACRE PORTION OF A 157-ACRE SITE LOCATED AT 20400 MAIN STREET"; and,

    — 4. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, of Ordinance No. 26-2613, " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA , APPROVING (1) DEVELOPMENT AGREEMENT (DA) NO. 00001-26 BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC FOR 1,567,090 SQUARE FEET OF LIGHT INDUSTRIAL USES ON PLANNING AREA 3 OF THE DISTRICT AT SOUTH BAY SPECIFIC PLAN PROJECT; AND FINDING CEQA GUIDELINES 15168 CONSISTENCY"; and,

    — 5. DIRECT the City Manager or designee to prepare a summary of Ordinance No. 26-2612 and Ordinance No. 26-2613 for publication in accordance with Charter Section 314.

DISCUSSION (Items 23-24)

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

    RECOMMENDED ACTION

    — 1. DISCUSS this report.

24. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (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: August 26, 2026

CITY OF CARSON

File #: **Version:**

Report to City Council, Successor Agency, and Housing Authority

Tuesday, September 1, 2026, 5:00 PM

APPROVAL OF MINUTES 5.

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 - JULY 21, 2026 (REGULAR); AUGUST 4, 2026 (REGULAR); AUGUST 7, 2026 (SPECIAL); AUGUST 10, 2026 (ADJOURNED SPECIAL); AUGUST 11, 2026 (SPECIAL); AND AUGUST 12, 2026 (SPECIAL)

I. SUMMARY

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

- Tuesday, July 21, 2026 (Regular)

- Tuesday, August 4, 2026 (Regular)
- Friday, August 7, 2026 (Special)
- Monday, August 10, 2026 (Adjourned Special)
- Tuesday, August 11, 2026 (Special)
- Wednesday, August 12, 2026 (Special)

II. RECOMMENDATION

APPROVE the minutes as listed.

III. ALTERNATIVES

None.

IV. BACKGROUND

None.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Minutes, July 21, 2026 (Regular)
2. Minutes, August 4, 2026 (Regular)
3. Minutes, August 7, 2026 (Special)
4. Minutes, August 10, 2026 (Adjourned Special)
5. Minutes, August 11, 2026 (Special)
6. Minutes, August 12, 2026 (Special)

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

Attachments

Minutes - CC Reg Mtg 07-21-26.pdf
Minutes - CC Reg Mtg 08-04-26.pdf
Minutes - CC Special Meeting 08-07-26.pdf
Minutes - CC Adjourned Special Meeting 08-10-26.pdf
Minutes - CC Special Meeting 08-11-26.pdf
Minutes - CC Special Meeting 08-12-26.pdf

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, JULY 21, 2026, 5:00 P.M.

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Cobi Obi as Mayor For The Day.

The meeting was called to order at 5:00 P.M. by Mayor For The Day Cobi Obi 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; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency Management; William Jefferson, Director of Finance; Nathan Freemen, Director of Community and Economic Development; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; Michael George, Government Affairs Officer; and Kourtney Cullors, Chief Deputy City Clerk

FLAG SALUTE

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. led the Pledge of Allegiance.

INVOCATION (Item 1)

1. PASTOR MANNY DELA CRUZ FROM FAMILY IN CHRIST MINISTRY INTERNATIONAL

Pastor Manny Dela Cruz gave the invocation.

CLOSED SESSION (Items 2-3)

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigation are as follows: Isaias Pulido v. City of Carson, et al (Case No. 24STCV14430); and City of Carson v. James Dear, (Los Angeles Superior Court Case No. 26STRO04193).

ACTION: City of Carson v. James Dear - No reportable action was taken.

Isaias Pulido v. City of Carson - A settlement was reached and a copy of the settlement agreement will be available in the City Clerk's office once finalized.

3. 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 two cases.

ACTION: No reportable action was taken.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

This item was heard after Item No. 5.

The meeting was recessed at 5:20 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Closed Session.

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

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

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:24 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Item 4)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:26 PM

Captain Norman reported on past events she and the deputies participated in. She invited everyone to Carson's Community Night Out, Wednesday, August 5, 2026, from 5:00 P.M. to 8:00 P.M. She gave a Crime Report.

PRESENTATIONS (Items 5-10)

5. CERTIFICATE RECOGNIZING COBI OBI AS MAYOR FOR THE DAY

Item No. 5 was heard after Announcement of Closed Session Items.

Council Member/Agency Member/Authority Board Member, Dr. Hilton read and presented the certificate to Cobi Obi recognizing him as Mayor For The Day.

6. CERTIFICATE RECOGNIZING CARSON SELECT GIRLS' TRAVEL BASKETBALL TEAM

Item No. 6 was heard after Item No. 7.

Council Member/Agency Member/Authority Board Member Rojas recognized the Carson Select Girls' Travel Basketball Team and presented them each with a Certificate of Recognition.

7. PROCLAMATION OFFICIALLY RECOGNIZING 2026 AS THE YEAR OF THE CHILD

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

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. read the proclamation officially recognizing 2026 as the Year of the Child and presented a proclamation each to the LA28 Carson Youth Olympics Medal Winners who were present.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes highlighted programs recognizing 2026 as the Year of the Child.

8. RECOGNIZING LA28 CARSON YOUTH OLYMPICS MEDAL WINNERS

Item No. 8 was heard after Item No. 9.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the winners of the LA28 Carson Youth Olympic Games and presented those who were present each with a Certificate of Recognition.

9. PROCLAMATION HONORING DR. CLARA JOHNSON AND THE JUNETEENTH POP-UP MUSEUM

Item No. 9 was heard after Item No. 4.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes presented the proclamation to Dr. Clara Johnson in her honor and the Juneteenth Pop-Up Museum.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes invited members of the Carson Citizens Cultural Arts Foundation for a photo opportunity with Dr. Clara Johnson. Board Director Dianne Thomas offered comments.

10. SAMOAN HERITAGE FESTIVAL RECAP VIDEO

Item No. 10 was heard after Item No. 6.

Staff presented the Samoan Heritage Festival Recap Video.

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

The following individuals offered comments in opposition to Item No. 20.

Wayne Hall

Joseph Pinion

David Wiggins

APPROVAL OF MINUTES (Item 11)

11. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - JULY 7, 2026 (REGULAR)- 7:28 PM

RECOMMENDED ACTION

— 1. APPROVE the minutes as listed.

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

CONSENT (Items 12-23)

Council Member Dear requested to remove Item No. 20 for discussion.

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

12. CONSIDER REPORTS OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JUNE 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE the City Manager contract report, June 2026; and,

— 2. RECEIVE and FILE the City Manager designee contract report, June 2026; and,

— 3. RECEIVE and FILE the budget transfer report, June 2026.

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD JUNE 1, 2026, THROUGH JUNE 30, 2026, (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 13 was approved on Consent.

14. CONSIDER ADOPTING MULTIPLE RESOLUTIONS RATIFYING CLAIMS AND DEMANDS, DEMAND CHECKS, AND CO-OP AGREEMENT DEMANDS FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, THE CARSON SUCCESSOR AGENCY, AND THE ENTERPRISE FUND

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-076, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $10,189,044.04 DEMAND CHECK NUMBERS 186025 THROUGH 186335 AND 311 AND 312 FOR GENERAL DEMAND AND THE AMOUNT OF $53,202.00, CHECK NUMBER 1303 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)"; and,

— 2. WAIVE further reading and ADOPT Resolution No. 26-09-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $13,094.03, DEMAND CHECK NUMBERS HA-002128 THROUGH HA-002130 (HOUSING AUTHORITY)"; and,

— 3. WAIVE further reading and ADOPT Resolution No. 26-09-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $954.00, DEMAND CHECK NUMBER SA-002000 (SUCCESSOR AGENCY)"; and,

— 4. WAIVE further reading and ADOPT Resolution No. 26-01-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,041,771.00, DEMAND CHECK NUMBER ENT-000310 AND WIRE NUMBERS ENT-000308 AND ENT-000309 (ENTERPRISE)".

ACTION: Item No. 14 was approved on Consent.

15. CONSIDER RESOLUTION NO. 26-074 OFFICIALLY DECLARING 2026 AS THE YEAR OF THE CHILD IN THE CITY OF CARSON AND ENCOURAGING COMMUNITYWIDE SUPPORT OF YOUTH DEVELOPMENT, EDUCATION, AND FAMILY ENGAGMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. Waive further reading and ADOPT Resolution No. 26-074, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, OFFICIALLY DECLARING 2026 AS THE “YEAR OF THE CHILD” AND AFFIRMING THE CITY’S COMMITMENT TO ADVANCING PROGRAMS, PARTNERSHIPS, AND OPPORTUNITIES THAT SUPPORT THE WELL-BEING, DEVELOPMENT, AND SUCCESS OF CARSON’S YOUTH"

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO NBS GOVERNMENT FINANCE GROUP TO EVALUATE AND IMPLEMENT A CITY-MANAGED STREET LIGHTING ASSESSMENT DISTRICT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a five-year Professional Services Agreement with NBS Government Finance Group in an amount not to exceed $312,500 to provide consulting services for the evaluation, potential formation, and implementation of a City-managed street lighting assessment district (Exhibit 3); the agreement is structured in phases, with the initial

phase not to exceed $84,500 to evaluate the financial, technical, and operational feasibility of the transition before proceeding with subsequent phases; and,

— 2. AUTHORIZE the Mayor to execute the proposed Professional Services Agreement, subject to approval as to form by the City Attorney.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER APPROVAL OF A GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY TO SUPPORT ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AT THE CITY'S CORPORATE YARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Grant of Easement to Southern California Edison Company to facilitate construction, operation, and maintenance of the electrical infrastructure necessary to support the City's electric vehicle charging stations (Exhibit 1); and,

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

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVING COMMUNITY PROJECT FUNDING GRANT AGREEMENT NO. B-23-CP-CA-0076 WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO ACCEPT UP TO $2,000,000 IN FEDERAL FUNDING FOR ENERGY RESILIENCY AND FACILITY IMPROVEMENTS AT VETERANS PARK AND SPORTS COMPLEX (CITY COUNCIL)- 7:29 PM

RECOMMENDED ACTION

— 1. APPROVE the Community Project Funding (CPF) Grant Agreement with the U.S. Department of Housing and Urban Development (HUD), authorizing the City to accept and administer $2,000,000 in federal grant funding for the Energy Resiliency at Veterans Park and Sports Complex Project; and,

— 2. AUTHORIZE the Mayor to execute the Grant Agreement and any related grant documents, amendments, certifications, and sub-recipient agreements necessary to implement the project, subject to approval as to form by the City Attorney.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER APPROVAL OF A CONTRACT SERVICES AGREEMENT (SUB-AWARD AGREEMENT) WITH THE SOUTH BAY WORKFORCE INVESTMENT BOARD (SBWIB), INC. TO IMPLEMENT THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY’S BROWNFIELDS JOB TRAINING (BFJT) PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed South Bay Workforce Investment Board, Inc. Agreement in the

amount not-to-exceed $500,000; and,

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

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER ADOPTION OF RESOLUTION NO. 26-067, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-067, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DECLARING CERTAIN CITY-OWNED REAL PROPERTY KNOWN AS REFLECTIONS MINI PARK (ASSESSOR PARCEL NOS. 7334-003-903, 7334-003-906, AND 7334-003-907) EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTION 54221(f)(1)(B)."

** Item was Removed from Consent

Item No. 20 was heard after approval of the Consent items.

Motion to approve submitted by Mayor Davis-Holmes seconded by Council Member Rojas.

During discussion of the motion, Council Member/Agency Member/Authority Board Member Dear offered a substitute motion to send this item back to staff and continue the item for two weeks. He expressed concerns with the staff report and asked the location of the expansion.

Director Freeman answered his question.

City/Agency/Authority Attorney Soltani stated that the item is only declaring the property a surplus land act and is not to take the park away. This is just for the surplus land act process. Once that process is completed, a future agenda item will be necessary for other discussions about what would happen with the park.

Director Freeman shared that several community meetings took place to alert the community of the process. This item does not conclude an outcome, it just gives the city flexibility to move forward.

Council Member, Dr. Hilton seconded the substitute motion made by Council Member Dear resulting in 2-3-0-0-0 Opposed by Mayor Davis-Holmes, Mayor Pro Tempore Hicks, Sr. and Council Member Rojas. Substitute motion fails.

Main motion resulting in 3-2-0-0-0 Opposed by Council Member, Dr. Hilton and Council Member Dear

21. CONSIDER APPROVAL OF BLANKET PURCHASE ORDERS FOR PUBLIC WORKS SUPPLIES, MATERIALS, EQUIPMENT, AND SERVICES THROUGH COOPERATIVE PURCHASING AGREEMENTS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE the formal bidding procedures pursuant to Carson Municipal Code (CMC) Section 2610 and AUTHORIZE the use of cooperative purchasing in accordance with CMC Section 2611(g); and,

— 2. AUTHORIZE the City to purchase paint, related supplies, equipment, and services from The Sherwin-Williams Company in an amount not to exceed $135,000 per fiscal year through November 8, 2027, including any authorized contract extensions, pursuant to Sourcewell Contract No. 091323-SHW (Exhibit 1), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605; and,

— 3. AUTHORIZE the City to purchase rental equipment, related products, and services from Herc Rentals Inc. in an amount not to exceed $100,000 per fiscal year through June 11, 2028, including any authorized contract extensions, pursuant to Sourcewell Contract No. 040924-HRC (Exhibit 2), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605; and,

— 4. AUTHORIZE the City to purchase maintenance, repair, and operations (MRO) supplies, parts, equipment, and materials from W.W. Grainger, Inc. in an amount not to exceed $100,000 per fiscal year through December 31, 2027, including any authorized contract extensions, pursuant to OMNIA Partners Contract No. 240078-01 (Exhibit 3), and APPROVE the issuance of Blanket Purchase Orders and individual purchase orders, as needed, in accordance with CMC Section 2605.

ACTION: Item No. 21 was approved on Consent.

22. CONSIDER AWARDING A PUBLIC WORKS AGREEMENT TO PRO INSTALLATIONS INC. DBA PROSPECTRA CONTRACT FLOORING FOR THE CARSON EVENT CENTER FLOORING REPLACEMENT PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Public Works Agreement to Pro Installations Inc. dba Prospectra Contract Flooring, the lowest responsive and responsible bidder, for the removal of existing flooring, surface preparation, moisture mitigation, and installation of new flooring materials at the Carson Event Center in an amount not to exceed $87,163.00; and,

— 2. AUTHORIZE the Mayor to execute the proposed Agreement with Pro Installations Inc. dba Prospectra Contract Flooring, following approval as to form by the City Attorney.

ACTION: Item No. 22 was approved on Consent.

23. CONSIDERATION OF REJECTION OF BIDS FOR INVITATION FOR BID (IFB) NO. 26-11, PROJECT NO. PW1833 - CITYWIDE STREET NAME SIGN REPLACEMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. REJECT all bids received in response to Invitation for Bid (IFB) No. 26-11, Citywide Street Name Sign Replacement (Project No. PW1833).

ACTION: Item No. 23 was approved on Consent.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Items 24-25)

24. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)- 7:43 PM

RECOMMENDED ACTION

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

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

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

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

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

Item No. 24 was heard after Item No. 20.

ACTION: The Mayor and City Council took the following actions:

Mayor Pro Tempore Hicks, Sr. noted his appointee Tom King passed away last night and subsequently removed him as Resident Homeowner Member from the Mobilehome Park Rental Review Board.

City Clerk, Dr. Bradshaw noted Mayor Davis-Holmes' appointee Isabella Ornelas who is the Youth Representative on the Human Relations Commission has not taken her Oath for some time. She also noted Council Member Rojas' appointee Jay Balgimino on the Planning Commission has not taken his Oath as well.

Mayor Davis-Holmes removed Isabella Ornelas from the Human Relations Commission.

Council Member Rojas removed Jay Balgimino from the Planning Commission.

Motion to approve the removal of Isabella Ornelas from the Human Relations Commission submitted by Mayor Davis-Holmes, seconded by Council Member Dr. Hilton resulting in 4-1-0-0-0 Opposed by Council Member Dear.

25. CONSIDERATION OF RESOLUTION NO. 26-078 RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW (CITY COUNCIL)- 7:45 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE the Certificate of the Canvass of the Election Returns and Statement of Votes Cast for the June 2, 2026 City of Carson Special Municipal Election, as provided by the Los Angeles County Registrar-Recorder/County Clerk; and,

— 2. WAIVE further reading and ADOPT Resolution No. 26-078, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RECITING THE FACT OF THE SPECIAL MUNICIPAL ELECTION HELD ON JUNE 2, 2026, DECLARING THE RESULT THEREOF AS TO MEASURE FW, DECLARING THAT MEASURE FW FAILED AND WAS NOT ADOPTED, AND SUCH OTHER MATTERS AS PROVIDED BY LAW".

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

ORDINANCE SECOND READING (Item 26)

26. SECOND READING AND ADOPTION OF ORDINANCE NO. 23-2305, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONDUCT a Second Reading by title only and with full reading waived, and ADOPT Ordinance No. 23-2305, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADDING A NEW CHAPTER 13 (CRIMINAL INFORMATION REWARDS) TO ARTICLE III (PUBLIC SAFETY) OF THE CARSON MUNICIPAL CODE TO ESTABLISH PROCEDURES FOR CITY OFFERS AND PAYMENT OF REWARDS FOR INFORMATION LEADING TO THE APPREHENSION AND CONVICTION OF ANY PERSON WHOSE WILLFUL MISCONDUCT RESULTS IN INJURY OR DEATH TO ANY PERSON".

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

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

PUBLIC)

Alisa McKinney - Expressed concerns with Preferential Parking Zone I

Samuel McKinney - Expressed concerns with Preferential Parking Zone I

David Paolino - Present and declined to speak

Stephana Rayson - Expressed concerns with Preferential Parking Zone I

City Manager Roberts, Jr. clarified that he does not have the authority to change the ordinance in place.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes discussed the process to change the ordinance.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. brought concerns about suspending the ordinance and asked the status of the signatures received requesting to amend the ordinance. City Manager Roberts, Jr. responded to his question.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested that all ticketing be suspended effective tomorrow.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted that in order to reverse the ordinance that was voted by the City Council it has to come back to the City Council to consider suspending the ordinance for preferential parking. She advised everyone who has a ticket to see the Public Safety Department for a refund.

ACTION: Motion to add a subsequent need item to the agenda for the Council to consider whether they want to suspend all ticketing Preferential Parking Zone I until the next City Council meeting on August 4, 2026 submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dr. Hilton resulting in 5-0-0-0-0

ACTION: Motion to suspend Preferential Parking for the Mills Park Zone I submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Rojas.

During discussion of the motion, Council Member Dear offered a substitute motion to rescind the ordinance completely, eliminate Preferential Parking Zone I and anyone who paid for the tickets be refunded by the city which died for lack of a second.

City Attorney Soltani noted that an ordinance cannot be rescinded without having an ordinance prepared, therefore, staff will prepare an ordinance to rescind and a report for the next City Council meeting.

City Manager Roberts, Jr. clarified the motion.

Main motion resulting in 5-0-0-0-0

Aaron Moore - Expressed concerns with lack of progress at Mills Park

Mayor Davis-Holmes referred Aaron Moore to Director, Dr. Rodgers, Jr. and Deputy City Manager Toman for more information.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Dear provided an update on past events he attended on behalf of the City.

Council Member/Agency Member/Authority Board Member, Dr. Hilton asked City/Agency/Authority Attorney Soltani about creating a new Carson Unified School District or partnering with the Compton Unified School District.

(Council Member/Agency Member/Authority Board Member Dear exited the meeting at 8:16 P.M.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted work analysis and cost that was done several months ago. City Manager Roberts, Jr. stated he would look into the cost in partnering with another school district.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. provided an update on a past event he attended on behalf of the City. He asked about the status of the Transfer Metro Station that is being built at California State University Dominguez Hills.

(Council Member/Agency Member/Authority Board Member, Dr. Hilton exited the meeting at 8:18 P.M.)

(Council Member/Agency Member/Authority Board Member Dear reentered the meeting at 8:18 P.M.)

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. referred to H.R. 6644 which is a new bill that became law on July 11, 2026 (21st Century Road to Housing Act) and asked how it would affect the City and how would we address housing in the City.

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

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

- Backpack Giveaway, August 1, 2026, at Prevailing in Christ Ministry, from 10:00 A.M. until 2:00 P.M.; must be a Carson resident attending a local school

- Wished his oldest son Happy Birthday

Council Member/Agency Member/Authority Board Member Rojas provided an update on past events she attended on behalf of the City. She announced/reported the following:

- Backpack Giveaway, August 1, 2026, at 9:00 A.M., Southbay Pavilion Mall parking lot
- Congratulations to first cohort with California State University Dominguez Hills nursing students
- Wished her firstborn daughter Happy Birthday

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced Famfest, August 22, 2026, from 12:00 P.M. to 6:00 P.M. at Stevenson Park.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. announced Cajun and Blues White Linen Event, July 25, 2026 at 5:00 P.M., Amphitheater, Carson Civic Center.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes provided an update on a past event she attended on behalf of the city. She announced/reported the following:

- Backpack Giveaway, August 8, 2026
- Refer to this evening's City Council meeting video for Year of the Child events she mentioned during the item

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

City/Agency/Authority Attorney Soltani announced the Closed Session items earlier in the meeting.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

Council Member/Agency Member/Authority Board Member Rojas announced in loving memory of Connie Dela Cruz Tandoc and offered her condolences to the Dela Cruz family and Tandoc family.

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

Gladys Louise Bynum

Eugene Simmons Woods

Emma B. Perry

Edward M. Liggins

Summer Hansen

Connie Dela Cruz Tandoc

Tom King

Council Member/Agency Member/Authority Board Member, Dr. Hilton noted Eric Washington's funeral will be held at Grant AME, not at the Carson Community Center. He gave a prayer.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked staff for doing an awesome job.

Assistant City Manager, Dr. Lennox noted the RFP/RFQ for the Civic Center Specific Plan Master Developer submittals is due Thursday, July 23, 2026 and will start review of those that are submitted before we bring something back to the City Council hopefully early fall.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted a survey was completed and the City Council had a 64% rate which is the highest in the entire region.

ADJOURNMENT

The meeting was adjourned at 8:28 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

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING

TUESDAY, AUGUST 4, 2026, 5:00 P.M.

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

The meeting was called to order at 5:07 P.M. by Mayor for the Day Kendle Lemle-Pledger 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 (Via Zoom)

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney (remotely via Zoom); Benjamin Jones, Assistant City Attorney; Shukan Patel, Assistant City Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John

Raymond, Executive Director; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Nora Garcia, Director of Public Safety and Emergency Management; William Jefferson, Director of Finance; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; Michael George, Government Affairs Officer; Reata Kulcsar, Energy and Sustainability Officer; Kourtney Cullors, Chief Deputy City Clerk; and Shevae Palmer, Senior Clerk

FLAG SALUTE

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. led the Pledge of Allegiance.

INVOCATION (Item 1)

1. BISHOP KEITH MADDOX FROM EKKLESIA OF CHRIST APOSTOLIC, INC.

Bishop Keith Maddox gave the invocation.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported that Council Member/Agency Member/Authority Board Member, Dr. Hilton is joining the meeting via remote at 914 North Newport Avenue, in Tampa, Florida.

CLOSED SESSION (Items 2-3)

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The titles of such litigation are as follows: Isaias Pulido v. City of Carson, et al (Case No. 24STCV14430); and City of Carson v. James Dear, (Los Angeles Superior Court Case No. 26STRO04193).

ACTION: No reportable action was taken.

3. 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 two cases.

ACTION: No reportable action was taken.

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

This item was heard after Item No. 6.

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

Assistant City Attorney Jones announced the Closed Session items.

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

The meeting was recessed at 5:20 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 LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)

RULES OF DECORUM:

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

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

The meeting was reconvened at 6:10 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes with all members previously noted present.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

Assistant City Attorney Jones gave the Closed Session Report.

INTRODUCTIONS (MAYOR) (Items 4-5)

4. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:20 PM

Not present.

Motion to add a presentation from the Samoan Federation for Samoan Flag Day to the agenda submitted by Mayor Davis-Holmes seconded by Council Member Dear resulting in 5-0-0-0-0

NOTE: There was no representative available to give a presentation from the Samoan Federation for Samoan Flag Day.

Item No. 4 was heard after Item No. 5.

Captain Norman provided a report on recent law enforcement activities. She invited Carson residents to attend the Annual Community Night Out, August 5, 2026, from 5:00 P.M. to 8:00 P.M. She gave a crime report.

5. REPORT FROM ACTING ASSISTANT CHIEF WADE KELSEY OF LOS ANGELES COUNTY FIRE- 6:17 PM

Mayor/Agency Chairman/Authority Chairman Davis-Holmes reported that the Acting Assistant Chief had to leave the meeting.

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

On behalf of Acting Assistant Chief Wade Kelsey, Battalion Chief Mario Natividad presented the County of Los Angeles Fire Department activity report for the City of Carson for the month of July.

PRESENTATIONS (Items 6-8)

6. CERTIFICATE RECOGNIZING KENDLE LEMLE-PLEDGER AS MAYOR FOR THE DAY

Item No. 6 was heard after Item No. 1.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes introduced Kendle Lemle-Pledger as Mayor for the Day and offered comments.

Council Member/Agency Member/Authority Board Member Rojas offered comments and presented the Certificate of Recognition to Kendle Lemle-Pledger who offered words of gratitude.

7. INFORMATIONAL UPDATE ON THE UPCOMING CARSON CLIMATE ACTION PLAN COMMUNITY WORKSHOP & RESOURCE FAIR, AUGUST 11, 2026, FROM 6-8 PM AT THE CARSON COMMUNITY CENTER

Item No. 7 was heard after Item No. 5.

Energy and Sustainability Officer Reata Kulcsar gave the Informational Update on the upcoming Carson Climate Action Plan Community Workshop & Resource Fair.

8. CARSON CAJUN & BLUES WHITE LINEN AFFAIR RECAP VIDEO

Staff presented the Carson Cajun & Blues White Linen Affair Recap Video.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked staff, volunteers and all who attended the event. Also, he thanked the Mayor and City Council for their support.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked the City Clerk to report Council Member, Dr. Hilton's location where he is viewing the meeting. City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw reported in accordance with the Brown Act, Council Member, Dr. Hilton is attending the meeting remotely via Zoom located at 914 North Newport

Avenue, in Tampa, Florida 33606. The precise location is published on the agenda in accordance with the Brown Act.

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

This item was heard after Item No. 4.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. exited the meeting at 6:23 P.M. and reentered the meeting at 6:24 P.M.)

The following individuals offered comments in opposition to Item No. 25.

Seiuli Fa'auliulito Meni-Trood

Bryant Odega

Alicia Baltazar

This item was heard again after Item No. 21.

Monica Caballero

Offered comments in opposition to Item No. 25

APPROVAL OF MINUTES

None.

CONSENT (Items 9-21)

City Manager Roberts, Jr. requested to continue Consent Items No. 13 and 14.

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

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

9. CONSIDER RESOLUTION NO. 26-083, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,539,444.30 DEMAND CHECK NUMBERS 186336 THROUGH 186544 AND 317. (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-083, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $9,539,444.30 DEMAND CHECK NUMBERS 186336 THROUGH 186544 AND 317."

ACTION: Item No. 9 was approved on Consent.

10. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING JUNE 30, 2026 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 10 was approved on Consent.

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

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 11 was approved on Consent.

12. CONSIDER TAKING A POSITION OF SUPPORT FOR THE CITY OF MURRIETA'S RESOLUTION REQUESTING THE LEAGUE OF CALIFORNIA CITIES TO ESTABLISH A WORKING GROUP TO EVALUATE STRATEGIES TO RESTORE LOCAL HOUSING AND LAND USE AUTHORITY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. TAKE a position of SUPPORT for the proposed Resolution and DIRECT staff to transmit the corresponding letter included as Exhibit 1.

ACTION: Item No. 12 was approved on Consent.

13. CONSIDER ADOPTING RESOLUTION NO. 26-081 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS, AND AMENDING THE TERMS OF THE COMPENSATION AND BENEFITS EXHIBIT, TO UPDATE THE DUTIES AND EXPECTATIONS OF THE POSITIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-081, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS, AND AMENDING THE TERMS OF THE COMPENSATION AND BENEFITS EXHIBIT, TO UPDATE THE DUTIES AND EXPECATIONS OF THE POSITIONS”

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 13 at the request of staff with no objection heard.

14. CONSIDER APPROVING REVISIONS TO COUNCIL POLICY NO. 1.45 TO LIMIT THE USE OF CITY RESOURCES FOR COUNCILMEMBER TOWN HALL AND COMMUNITY MEETINGS TO FOUR CITY-FUNDED MEETINGS PER COUNCILMEMBER PER CALENDAR YEAR, SUBJECT TO SPECIFIED EXCEPTIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONSIDER and ADOPT the updated Council Policy No. 1.45 (Exhibit 1).

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 14 at the request of staff with no objection heard.

15. CONSIDER ADOPTION OF RESOLUTION NO. 26-080, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 BY APPROVING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM PUBLIC WORKS OPERATIONS MANAGER TO CAPITAL PROJECTS MANAGER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-080, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM PUBLIC WORKS OPERATIONS MANAGER TO CAPITAL PROJECTS MANAGER"

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER AWARDING A PROFESSIONAL SERVICES AGREEMENT TO SALAS O'BRIEN ENGINEERS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE VETERANS PARK MICROGRID AND COOLING CENTER IMPROVEMENTS PROJECT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Professional Services Agreement with Salas O'Brien Engineers, Inc. in an amount not to exceed $244,850 to provide environmental review, engineering design, and construction support services for the Veterans Park Microgrid and Cooling Center Improvements Project; and,

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

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER APPROVAL OF THE FY 2026-2027 SERVICE LEVEL AUTHORIZATION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SERVICE LEVEL AUTHORIZATION WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) for FY 2026-2027; and,

— 2. AUTHORIZE the City Manager to execute the Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) for FY 2026-2027.

ACTION: Item No. 17 was approved on Consent.

18. CONSIDER APPROVAL OF FISCAL YEAR 2026-2027 SERVICE LEVEL REQUEST AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL (LADACC) (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Fiscal Year 2026-2027 Service Level Request with the Los Angeles County Department of Animal Care and Control; and,

— 2. AUTHORIZE the Assistant City Manager to execute the Service Level Agreement with Los Angeles County Department of Animal Care and Control (LADACC).

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER APPROVAL OF A WIRELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY FOR RIGHTS TO CONSTRUCT, MAINTAIN, AND OPERATE THE CITY'S FIBER OPTIC NETWORK ON, ALONG, ACROSS, AND UNDER RAILROAD PROPERTY (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Wireline Crossing Agreement between the City of Carson and Union Pacific Railroad Company for rights to construct, maintain, and operate city fiber optic network on, along, across, and under railroad property; and,

— 2. AUTHORIZE the Mayor to execute the Wireline Crossing Agreement with Union Pacific Railroad Company following approval as to form by the City Attorney.

ACTION: Item No. 19 was approved on Consent.

20. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO THE PURCHASE AGREEMENT WITH ROADLINE PRODUCTS INC., U.S.A. FOR THE AS-NEEDED PURCHASE OF PAVEMENT MARKING PAINT, TRAFFIC SIGN MATERIALS, SIGN EQUIPMENT, AND RELATED SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to the Purchase Agreement with Roadline Products Inc., U.S.A. for the as-needed purchase of pavement marking paint, paint supplies, traffic sign materials, sign equipment, and related supplies, increasing the contract authority by $200,000 for a revised total contract amount not to exceed $800,000, and extending the agreement through November 15, 2027; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 to the Purchase Agreement, subject to approval as to form by the City Attorney.

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO RJ NOBLE COMPANY FOR PROJECT NO. 1608: MARTIN LUTHER KING JR. STREET REHABILITATION FROM MAIN STREET TO AVALON BOULEVARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Construction Contract to RJ Noble Company, the lowest responsive and responsible bidder, in an amount not to exceed $4,972,715.75, for Project No. 1608, Martin Luther King Jr. Street Rehabilitation from Main Street to Avalon Boulevard; and,

— 2. AUTHORIZE a construction contingency in the amount of $745,907.36 (15 percent of the contract amount) to address unforeseen conditions or additional work that may be encountered during construction, including but not limited to underground utility conflicts, unforeseen subsurface conditions, contaminated soil investigation, handling and disposal, material testing, and other work necessary to successfully complete the project; and,

— 3. AUTHORIZE the Mayor to execute the Construction Contract, subject to approval as to form by the City Attorney.

** Item was Removed from Consent

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

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked staff for an update.

Director, Dr. Rodgers, Jr. gave a report.

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

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Items 22-28)

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

RECOMMENDED ACTION

— 1. DISCUSS this report.

Item No. 22 was heard after Item No. 23.

ACTION: Director, Dr. Rodgers, Jr. gave a PowerPoint presentation update on city projects.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. wanted to ensure that the Juneteenth Celebration returns to Mills Park after completion of the project. Staff responded in the affirmative.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes ordered this item received and filed with no objection heard.

23. CONSIDER ADOPTION OF RESOLUTIONS SUBMITTING A GENERAL OIL REFINERY BUSINESS LICENSE TAX MEASURE TO THE VOTERS AT THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION AND REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-086 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES";

— 2. WAIVE further reading and ADOPT Resolution No. 26-087 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026"; AND

— 3. WAIVE further reading and ADOPT Resolution No. 26-088 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A GENERAL TAX MEASURE ESTABLISHING A BUSINESS LICENSE TAX UPON THE BUSINESS OF CONDUCTING OIL REFINING IN THE CITY OF CARSON TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026."

Item No. 23 was heard after Oral Communications For Matters Listed on the Agenda (Members of the Public).

Assistant City Attorney Shukan Patel gave a report.

Public Comments:

The following individuals offered comments in opposition to Item No. 23.

Louie Diaz

Vincent Burr

Patty Senecal

Peter Estrada

Stephen Clenard

Ernesto Medrano

Ricardo Sanchez

Michael Stewart

Lena Whittaker

Xochitl Medrano

Dianne Thomas - offered comments in support of Item No. 23

Chad Elliott

Patrick Dobler

Mayor/Agency Chairman/Authority Chairman Davis-Holmes shared slides regarding Marathon Petroleum Corp. and the City's Unfunded Capital Projects FY 26/27.

Assistant City Attorney Patel confirmed revenue reported by Marathon Petroleum Corp.

City/Agency/Authority Attorney Soltani offered comments.

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

Council Member/Agency Member/Authority Board Member Dear asked about Marathon Petroleum Corp. profits versus revenues. City/Agency/Authority Attorney Soltani responded to his question.

Council Member/Agency Member/Authority Board Member Dear offered a substitute motion to reject staff's recommendations which failed for lack of a second.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Cedric L. Hicks Sr. resulting in 4-1-0-0-0 Opposed by Jim Dear

24. CONSIDER RESOLUTIONS TO SUBMIT A CARSON CITY CHARTER AMENDMENT TO THE VOTERS AT THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-092 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A CHARTER AMENDMENT MEASURE INCLUDING AMENDMENT OF SECTIONS 301, 319, AND 907 OF, AND ADDITION OF NEW SECTION 320 TO THE CITY CHARTER, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES."

— 2. WAIVE further reading and ADOPT Resolution No. 26-093 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A PROPOSED CHARTER AMENDMENT MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026."

— 3. WAIVE further reading and ADOPT Resolution No. 26-094 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING THE CHARTER AMENDMENT MEASURE TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026."

Item No. 24 was heard after Item No. 22.

City Manager Roberts, Jr. noted documents that were submitted this evening.

Council Member/Agency Member/Authority Board Member Dear requested staff to summarize the changes submitted.

Assistant City Attorney Jones noted cleanup changes making sure that all the charter provisions that reference term limits were modified as necessary and change to the ballot question to begin with shall the measure and ends with be adopted per the Elections Code. The changes are available in red line in the revised documents that have been distributed to City Council and copies are available for the public.

Assistant City Attorney Jones clarified that the motion submitted by Council Member, Dr. Hilton to also include the changes submitted this evening which Council Member, Dr. Hilton and the seconder of the motion accepted.

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

25. CONSIDER ADOPTION OF RESOLUTIONS TO SUBMIT A NON-BINDING ADVISORY MEASURE REGARDING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON TO THE VOTERS AT THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION, AND REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-089 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A NON-BINDING ADVISORY MEASURE REGARDING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON, REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE, AND REQUESTING THAT THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK CONDUCT ALL NECESSARY ELECTION SERVICES";

— 2. WAIVE further reading and ADOPT Resolution No. 26-090 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS REGARDING A NON-BINDING ADVISORY MEASURE CONCERNING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON, TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026"; AND

— 3. WAIVE further reading and ADOPT Resolution No. 26-091 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS REGARDING A NON-BINDING ADVISORY MEASURE CONCERNING SCHOOL DISTRICT FORMATION OR REORGANIZATION IN CARSON, TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026."

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

Discussion ensued regarding ballot language change. Assistant City Attorney Jones proposed the language to be "Shall the City of Carson explore removing Carson from the current school districts that serve Carson and as feasible either creating a new K through 12 unified school district serving Carson or seeking annexation into another nearby existing school district" which was accepted by the maker and seconder of the motion.

Mayor and Council offered comments.

Motion fails.

Motion To Approve submitted by Dr. Jawane Hilton seconded by Mayor Lula Davis-Holmes resulting in 1-3-1-0-0 Opposed by Arleen Bocatija-Rojas, Jim Dear, Cedric L. Hicks Sr. Abstained by Mayor Lula Davis-Holmes

26. CONSIDER RESCISSION OF PREFERENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK AND ADOPT RESOLUTION 26-082, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TERMINATING PREPERFENTIAL PERMIT PARKING ZONE "I" FOR AREA NEAR MILLS PARK, AND REMOVING PREFERENTIAL PARKING REGULATIONS WITHIN THE ZONE (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and adopt Resolution No. 26-082, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, TERMINATING PREFERENTIAL PARKING ZONE 'I' NEAR MILLS PARK AND REMOVING THE ASSOCIATED PREFERENTIAL PARKING REGULATIONS WITHIN THE ZONE."

Director, Dr. Rodgers, Jr. gave a report.

Public Comments

Samuel McKinney - support item

Trina Alexander - oppose item

Girard Sovony - oppose item

Jacqueline Howe - support item

Jordan Edwards - oppose item

Madison Edwards - oppose item

Lashawn Edwards - oppose item

Agnes Williams - oppose item

Robyn Hood - oppose item

Alisa McKinney - oppose item

Margaret Hardy - oppose item

Dianne Thomas - suggested to hold meetings for solutions to benefit the community

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. proposed to consider and keep the original request by the signatures given to the City Council to keep the preferred parking in front of Mills Park from Central Avenue down Dimondale Drive to Radlett Avenue and to stop at Radlett Avenue.

Upon inquiry, Director, Dr. Rodgers, Jr. noted 50 plus one and counted the addresses. He explained the percentage of the homes that face the street of the parking permit area in question,

that is what is counted, not the people but the addresses. Originally, had in the subject area of 158 homes, of the homes there was collected 100 signatures for the home representative of that home/address. 100 addresses out of 158 which was the first petition at 63%. The rescission was 50 plus one which is the threshold for the rescission of the parking permit. The criteria is 50% plus one, therefore, met that criteria.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested to move forward with the rescission of the Preferential Parking Zone I for Mills Park and bring back at a Town Hall meeting near Mills Park to discuss a plan of action for the residents. He directed his Council Aide Cac Le to set up a meeting near Mills Park as soon as possible to address the issues along with the Sheriff, Code Enforcement, Public Safety, and all involved because there are issues that need to be addressed in the area. Also, look at the Parking Enforcement Team and place signage of no overnight parking around Mills Park and parking availability would be only during park hours.

Motion to approve staff recommendation in addition to refunding the funds for those who have paid, having an immediate meeting to address the issues around Mills Park with all law enforcement as well as individuals who will be assisting to making sure that we address the issues at Mills Park submitted by Mayor Pro Tempore Hicks, Sr. seconded by Mayor Davis-Holmes.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes suggested that each group present this evening assign a Block Captain from each block in the community zone area.

Motion resulting in 5-0-0-0-0

Council Member/Agency Member/Authority Board Member, Dr. Hilton expressed concerns of safety.

27. CONSIDER BID PROTEST AND AWARD OF A CONSTRUCTION CONTRACT TO PUB CONSTRUCTION INC. FOR PROJECT NO. 1636: MILLS PARK SITE IMPROVEMENTS AND PROJECT NO. 1795: MILLS PARK BUILDING RENOVATIONS AND BUILDING PERIMETER SITE IMPROVEMENTS AND CONSIDER ADOPTION OF RESOLUTION 26-085, A RESOULTION OF THE CITY OF CARSON COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a Construction Contract to the lowest responsive and responsible bidder, PUB Construction Inc. for Project No. 1636: Mills Park Site Improvements Project and Project No. 1795 Mills Park Building Renovations and Building Perimeter Site Improvements, in an amount not to exceed $8,784,777.00.

— 2. AUTHORIZE the expenditure of construction contingencies in the amount of $878,478.00 (10%) for any unforeseen construction work and other additional work the City may request

as appropriate that may be necessary to complete this project.

— 3. AUTHORIZE the Mayor to execute a Construction Contract with PUB Construction Inc. approval as to form by the City Attorney.

— 4. ADOPT Resolution No. 26-085, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND", adding $3,000,000 of DIF funds to the project for a revised total project authority of $10,000,000.

— 5. AMEND the FY26/27 CIP plan to reflect the update to the project funding

Director, Dr. Rodgers, Jr. gave a report.

Motion to reject the bid protest that has been submitted from Classic Engineering Construction and approve staff recommendation nos. 1, 2, 3, 4, and 5 submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dear resulting in 5-0-0-0-0

Mayor/Agency Chairman/Authority Chairman Davis-Homes asked how much was spent on the first portion of the project. City Engineer Gilbert Marquez answered her question.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested staff to notify the residents regarding the Mills Park project. City Manager Roberts, Jr. responded in the affirmative.

28. 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)- 8:46 PM

RECOMMENDED ACTION

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

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

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

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

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

ACTION: Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. asked about his appointee on the Women's Issues Commission. City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw responded that the vacancy notice will be posted.

ORDINANCE SECOND READING

None.

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

Belinda C.

Spoke in support of Reflections Mini Park

Obinwa O.

Invited the Mayor and City Council to the second cultural show on August 29, 2026

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Obinwa O. to the City Manager for assistance.

Danny G.

Proposed a non binding committee collaboration between California State University Dominguez Hills, City of Carson, and the County of Los Angeles to pursue grants to address legacy contamination in the Dominguez Channel adjacent properties to stop the blight at Victoria Golf Course and modernization

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Danny G. to the City Manager for assistance.

Bobby Collins

Spoke about issues surrounding Mills Park that should be reported properly and offered assistance

Mayor/Agency Chairman/Authority Chairman Davis-Holmes referred Bobby Collins to Mayor Pro Tempore Hicks, Sr. and his Council Aide Cac Le for assistance.

Speaker

Spoke about the construction at Mills Park and parking issues surrounding the park

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Dear provided an update on past events he attended on behalf of the City.

Council Member/Agency Member/Authority Board Member, Dr. Hilton invited everyone to the Fam Festival, August 22, 2026 from 12:00 P.M. to 6:00 P.M. at Stevenson Park.

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

- Thanked everyone who attended the annual White Linen Event which was well received at the new amphitheater
- Attended the Clean and Green Event hosted by the Mayor and Sanitation District
- Thanked Pastor Ealey and First Lady at Prevailing in Christ Ministries for hosting and supporting his Backpack Giveaway held August 1, 2026
- Town Hall Meeting, August 13, 2026 at 6:30 P.M., Perry Street Mini Park
- Town Hall Meeting, August 20, 2026 at 6:30 P.M., Dolphin Park
- Be more cautious in the community since school will be starting

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

- Congratulated the Mayor for a successful Green and Clean event
- Town Hall Meeting, August 19, 2026
- Thanked Public Works Department, Code Enforcement Team, Graffiti Removal Team, Sheriff Department, and Gang Enforcement Team for their work

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

- Requested lights in the stage area of the new amphitheater
- Thanked Director Whittiker, Jr. and his team for their work with the Sanitation District on the Green and Clean event
- Proposed to combine the Clean and Green Event with the Earth Day Event and asked Director Whittiker, Jr. to coordinate a date to co-host the combined event
- Backpack Giveaway, August 8, 2026 at 9:00 A.M.
- Interfaith Prayer Breakfast, August 19, 2026 at 9:00 A.M., Dominguez Room at the Carson Event Center

Council Member/Agency Member/Authority Board Member Rojas announced the opening of the ASPCA Community Veterinary Clinic, 16300 S. Figueroa St., Carson; by appointment only.

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

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

John A. Willis

Eltonie Savage

Corey Sylve

Richard Rey Viloria Tan

Emilio Ramos Loyola

James W. Finley, Jr.

Dr. Major F. Thomas

Maximino "Mutch" Tengco Carino, III

Jim Toman

Council Member, Dr. Hilton gave a prayer.

ADJOURNMENT

The meeting was adjourned at 9:16 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

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL
SPECIAL MEETING

FRIDAY, AUGUST 7, 2026, 9:00 A.M.

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

The meeting was called to order at 9:20 A.M. by Mayor 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, Dr. Khaleah K. Bradshaw noted the roll:

Council Members Present:

Mayor Lula Davis-Holmes
Council Member, Dr. Jawane Hilton
Council Member Jim Dear

Council Members Absent:

Mayor Pro Tempore Cedric Hicks, Sr.
Council Member Arleen Rojas

Also Present:
David C. Roberts, Jr., City Manager; Gary Carter, Director of Information Technology and Security; Michael George, Government Affairs Officer; Kourtney Cullors, Chief Deputy City Clerk; and Shevae Palmer, Senior Clerk

RECESS:

The meeting was recessed at 9:20 A.M. by Mayor Lula Davis-Holmes except Mayor Pro Tempore Hicks, Sr. and Council Member Rojas absent.

RECONVENE:

The meeting was reconvened at 12:16 P.M. by Mayor Davis-Holmes except Council Member Dear absent.

City Clerk, Dr. Khaleah K. Bradshaw noted the roll:

Council Members Present:

Mayor Lula Davis-Holmes
Mayor Pro Tempore Cedric Hicks, Sr.
Council Member, Dr. Jawane Hilton
Council Member Arleen Rojas

Council Members Absent:

Council Member Jim Dear

Also Present:
David C. Roberts, Jr., City Manager; Shukan Patel, Assistant City Attorney; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; Michael George, Government Affairs Officer; Kourtney Cullors, Chief Deputy City Clerk; and Shevae Palmer, Senior Clerk

FLAG SALUTE

Council Member Rojas led the Pledge of Allegiance.

INVOCATION

Council Member, Dr. Hilton gave the invocation.

CLOSED SESSION

1.CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
— A closed session will be held, pursuant to Government Code § 54956.9(a), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Tesoro Refining & Marketing Company, LLC; Tesoro Logistics Operations LLC v. City of Carson, Second Appellate District Case No. B335686.

ACTION: No reportable action was taken

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

ACTION: No reportable action was taken

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

Assistant City Attorney Shukan Patel announced the Closed Session items.

RECESS INTO CLOSED SESSION UNTIL THE END OF CLOSED SESSION (Items 1 - 2)

The meeting was recessed at 12:19 P.M. by Mayor Davis-Holmes to Closed Session.

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

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

RULES OF DECORUM:

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

RECONVENE TO OPEN SESSION AT THE END OF CLOSED SESSION

The meeting was reconvened at 3:08 P.M. by Mayor Davis-Holmes.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

Assistant City Attorney Shukan Patel gave the Closed Session report.

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS

None.

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

None.

APPROVAL OF MINUTES

None.

CONSENT

None.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 3)

3. CONSIDER ADOPTION OF RESOLUTION NO. 26-096, RESCINDING RESOLUTION NO. 26-086 FOR THE PURPOSE OF WITHDRAWING THE ORDER OF ELECTION ON A PROPOSED OIL REFINERY TAX MEASURE AT THE NOVEMBER 3, 2026 ELECTION, AND RESCINDING RELATED RESOLUTIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. Consider waiving further reading and adopting Resolution No. 26-096, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 26-086 FOR THE PURPOSE OF WITHDRAWING THE ORDER OF ELECTION ON A PROPOSED OIL REFINERY TAX MEASURE AT THE NOVEMBER 3, 2026 ELECTION, AND RESCINDING RELATED RESOLUTIONS."

ACTION: Item No. 3 was not addressed.

ORDINANCE SECOND READING

None.

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

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

None.

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

None.

ADJOURNMENT

The meeting was adjourned at 3:10 P.M. to an Adjourned Special Meeting to be held on Monday, August 10, 2026 at 2:00 P.M.,Carson City Hall, Helen Kawagoe Council Chambers, located at 701 E. Carson Street, Carson, California 90745, by Mayor Davis-Holmes except Council Member Dear absent.

_____

Lula Davis-Holmes
Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL
ADJOURNED SPECIAL MEETING

MONDAY, AUGUST 10, 2026, 2:00 P.M.

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

The meeting was called to order at 2:05 P.M. by Mayor Pro Tempore Cedric Hicks, Sr. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

City Clerk, Dr. Khaleah K. Bradshaw noted the roll:

Council Members Present:

Mayor Pro Tempore Cedric Hicks, Sr.
Council Member Jim Dear
Council Member Dr. Jawane Hilton
Council Member Arleen Rojas

Council Members Absent:

Mayor Lula Davis-Holmes (Entered at 2:10 P.M. during Closed Session)

Also Present:
David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; William Wynder, City Attorney; Shukan Patel, Assistant City Attorney; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; Michael George, Government Affairs Officer; Kourtney Cullors, Chief Deputy City Clerk; and Shevae Palmer, Senior Clerk

FLAG SALUTE

Council Member Dear led the Pledge of Allegiance.

INVOCATION

Council Member, Dr. Hilton gave the invocation.

CLOSED SESSION

1.CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
— A closed session will be held, pursuant to Government Code § 54956.9(a), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Tesoro Refining & Marketing Company, LLC; Tesoro Logistics Operations LLC v. City of Carson, Second Appellate District Case No. B335686.

ACTION: City Attorney William Wynder presented a privileged and confidential settlement terms and conditions that have been proposed by the Tesoro Marketing and Refining. The City Council reviewed each of the terms and conditions of the proposed settlement. The City Council has approved the same "in concept" subject to bringing back a fully executed signed settlement and annual payment agreement. The total sum of which will involve 370 million dollars to the City of Carson. As a consequence of that, there will need to be a public action taken which will be on the next meeting agenda.

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

ACTION: 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 Attorney William Wynder announced the Closed Session items.

RECESS INTO CLOSED SESSION UNTIL THE END OF CLOSED SESSION (Items 1 - 2)

The meeting was recessed at 2:08 P.M. by Mayor Pro Tempore Hicks, Sr. to Closed Session.

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

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

RULES OF DECORUM:

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

RECONVENE TO OPEN SESSION AT THE END OF CLOSED SESSION

The meeting was reconvened at 2:31 P.M. by Mayor Davis-Holmes.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

City Attorney William Wynder gave the Closed Session report.

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS

None.

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

The following individuals offered comments in opposition to Item No. 3.

James Holland

Steven Clenard

APPROVAL OF MINUTES

None.

CONSENT

None.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 3)

3. CONSIDER ADOPTION OF RESOLUTION NO. 26-096, RESCINDING RESOLUTION NO. 26-086 FOR THE PURPOSE OF WITHDRAWING THE ORDER OF ELECTION ON A PROPOSED OIL REFINERY TAX MEASURE AT THE NOVEMBER 3, 2026 ELECTION, AND RESCINDING RELATED RESOLUTIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. Consider waiving further reading and adopting Resolution No. 26-096, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, RESCINDING RESOLUTION NO. 26-086 FOR THE PURPOSE OF WITHDRAWING THE ORDER OF ELECTION ON A PROPOSED OIL REFINERY TAX MEASURE AT THE NOVEMBER 3, 2026 ELECTION, AND RESCINDING RELATED RESOLUTIONS."

City Attorney Wynder stated in light of the settlement agreement that has been reached in principle between Tesoro, a marathon subsidiary, and the City Council which is subject to documentation, the City Attorney's Office is recommending that the Council rescind and withdraw the proposed per-barrel tax measure that they have provisionally placed on the November 3, 2026 ballot. He provided a draft resolution.

He made it clear that the settlement agreement that has been agreed to between the parties and principals reimburses the city in full not only for the tax that has been impounded but for the cost of the litigation, the city attorney's fees, the city's consultant fees, penalties and interests on the impounded fund. Once the agreement is executed, the city will be made entirely whole from this litigation.

City Attorney Wynder referred to draft Resolution No. 26-097 and referred to the following:

- Second Whereas clause in the first blank, insert words one hundred twenty million dollars in settlement of certain litigation by and between the parties
- Second blank, insert the number 250 million dollars the same to be paid over 15 years
- Second to the last Whereas clause, insert the date August 10, 2026
- Remainder of the resolution rescinds and asks for the withdrawal of all resolutions relating to the per-barrel tax measure that is in Sections 2, 3, 4, and 5
- Last section which is very important until we have agreement and principle, until we have a signed agreement signed by Tesoro then this resolution in Section 8 is made conditional upon the execution of a final and complete settlement agreement to the satisfaction of all parties

He further stated that he would like to have this completed by tomorrow, have a draft of the agreement to complete after the meeting, send to Tesoro's counsel today, signed tonight, approve the agreement tomorrow, and will deliver to the Los Angeles County Registrar Recorder's Office. Also, he recommends the City Council to adopt Resolution No. 26-097 as completed by filling in the blanks as he noted and outlined in his staff report.

Motion to adopt Resolution No. 26-097, as read by title only, which incorporates the language presented by the City Attorney and made conditional upon the execution of a final and complete settlement agreement, submitted by Council Member, Dr. Hilton seconded by Council Member Dear resulting in 5-0-0-0-0

Mayor Davis-Holmes ordered a City Council Special Meeting to be held August 11, 2026 at 4:00 P.M. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street,

Carson, California 90745.

ORDINANCE SECOND READING

None.

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

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

None.

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

None.

ADJOURNMENT

The meeting was adjourned at 3:10 P.M. by Mayor Davis-Holmes.

_____

Lula Davis-Holmes
Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL
SPECIAL MEETING

TUESDAY, AUGUST 11, 2026, 4:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (4:00 pm)

The meeting was called to order at 4:03 P.M. by Mayor 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, Dr. Khaleah Bradshaw noted the roll:

Council Members Present:

Mayor Lula Davis-Holmes
Mayor Pro Tempore Cedric Hicks, Sr.
Council Member Jim Dear
Council Member, Dr. Jawane Hilton
Council Member Arleen Rojas

Also Present:
Monica Cooper, City Treasurer; William Wynder, City Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; Gary Carter, Director of Information Technology and Security; Thomas Toman, Deputy City Manager; Armine Chaparyan, Deputy City Manager; and Michael George, Government Affairs Officer

FLAG SALUTE

Council Member Dear led the Pledge of Allegiance.

INVOCATION

Council Aide, Pastor K. W. Tulloss gave the invocation.

CLOSED SESSION (Items 1-2)

1.CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
— A closed session will be held, pursuant to Government Code § 54956.9(a), to confer with legal counsel regarding pending litigation to which the City is a party. The title of such litigation is as follows: Tesoro Refining & Marketing Company, LLC; Tesoro Logistics Operations LLC v. City of Carson, Second Appellate District Case No. B335686.

ACTION: City Attorney William Wynder stated there is no need for a Closed Session this evening.

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

ACTION: City Attorney William Wynder stated there is no need for a Closed Session this evening.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City Attorney William Wynder stated there is no need for a Closed Session this evening.

RECESS INTO CLOSED SESSION UNTIL THE END OF CLOSED SESSION

None.

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

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

RULES OF DECORUM:

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

RECONVENE TO OPEN SESSION AT THE END OF CLOSED SESSION

None.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

None.

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS

None.

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

None.

APPROVAL OF MINUTES

None.

CONSENT

None.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 3)

3. CONSIDERATION AND APPROVAL OF TAX PAYMENT AND SETTLEMENT AGREEMENT BY AND BETWEEN THE CITY OF CARSON, TESORO REFINING & MARKETING COMPANY LLC, AND TESORO LOGISTICS OPERATIONS LLC (CITY COUNCIL)

RECOMMENDED ACTION

— 1. CONSIDER and APPROVE the Tax Payment and Settlement Agreement by and between the City of Carson, Tesoro Refining & Marketing Company LLC, and Tesoro Logistics Operations LLC; and

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

City Attorney William Wynder stated he presented to the Mayor and City Council a copy of the partially executed Tax Payment and Settlement Agreement and reviewed the terms and conditions of the tentative agreement that was agreed to between the parties.

Mayor and City Council offered comments.

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

ORDINANCE SECOND READING

None.

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

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

This item was heard after the Memorial Adjournments.

Mayor Davis-Holmes announced a City Council Special Meeting will be held August 12, 2026 at 1:00 P.M. in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

Mayor Davis-Holmes announced that Waymon Baker and his son passed away. Council Member, Dr. Hilton prayed for the Baker family who lost their son and father.

ADJOURNMENT

The meeting was adjourned at 4:25 P.M. by Mayor Davis-Holmes.

_____

Lula Davis-Holmes
Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL
SPECIAL MEETING

WEDNESDAY, AUGUST 12, 2026, 1:00 P.M.

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (1:00 pm)

The meeting was called to order at 1:05 P.M. by Mayor 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, Dr. Khaleah Bradshaw noted the roll:

Council Members Present:

Mayor Lula Davis-Holmes
Mayor Pro Tempore Cedric Hicks, Sr.
Council Member Jim Dear
Council Member, Dr. Jawane Hilton
Council Member Arleen Rojas

Also Present:
Monica Cooper, City Treasurer; Robert Lee, Assistant City Attorney (via Zoom); David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; Thomas Toman, Deputy City Manager; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; and Michael George, Government Affairs Officer

FLAG SALUTE

Council Member Rojas led the Pledge of Allegiance.

INVOCATION

Council Member, Dr. Hilton gave the invocation.

CLOSED SESSION (Item 1)

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

ACTION: Closed Session was not held.

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

None.

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

City Manager Roberts, Jr. asked the Mayor and City Council if there was a desire to hold a Closed Session. The majority of the City Council had no desire to hold a Closed Session.

RECESS INTO CLOSED SESSION UNTIL THE END OF CLOSED SESSION

None.

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

RULES OF DECORUM:

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

RECONVENE TO OPEN SESSION AT THE END OF CLOSED SESSION

None.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

None.

INTRODUCTIONS (MAYOR)

None.

PRESENTATIONS

None.

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

None.

APPROVAL OF MINUTES

None.

CONSENT

None.

SPECIAL ORDERS OF THE DAY

None.

DISCUSSION (Item 2)

2. CONSIDER ADOPTING RESOLUTION 26-098, AMENDING THE CHARTER AMENDMENT MEASURE FOR THE NOVEMBER 3, 2026, GENERAL MUNICIPAL ELECTION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-098 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING RESOLUTION NO. 26-092 TO REVISE THE CHARTER AMENDMENT MEASURE AND BALLOT QUESTION FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION; MAKING A CONFORMING AMENDMENT TO RESOLUTION NO. 26-094 REGARDING THE CHARTER AMENDMENT MEASURE; AND CONFIRMING THAT RESOLUTION NO. 26-093 REMAINS UNCHANGED;"

— 2. AUTHORIZE the City Clerk/City's designated elections official to immediately file a certified copy of the Resolution and revised Exhibit "A" with the Los Angeles County Board of Supervisors and the Los Angeles County Registrar-Recorder/County Clerk and to take all related actions necessary to implement the amendment to the Charter Amendment Measure.

City Manager Roberts, Jr. gave a report.

(Council Member Dear exited the meeting at 1:08 P.M.)

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

ORDINANCE SECOND READING

None.

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

None.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member, Dr. Hilton invited everyone to the Fam Fest on August 22, 2026.

Mayor Pro Tempore Hicks, Sr. announced the Town Hall Meeting held last evening at Mills Park was well attended.

Council Member Rojas announced the following:

- Meeting this evening at 6:00 P.M., Del Amo Park regarding renderings of wall
- Town Hall Meeting, August 25, 2026 at 6:30 P.M., Del Amo Park
- Received inquiries on how to add trees, grass, and water source at Reflections Mini Park on Shearer Street located in District 2

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

None.

RECESS TO CLOSED SESSION

None.

RECONVENE TO OPEN SESSION

None.

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

None.

MEMORIAL ADJOURNMENTS

None.

ADJOURNMENT

The meeting was adjourned at 1:14 P.M. by Mayor Davis-Holmes.

_____

Lula Davis-Holmes
Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw
City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 6.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF JULY 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)

I. SUMMARY

Pursuant to Carson Municipal Code (CMC) Sections 2604 and 2955.1, Staff is presenting the monthly report of contracts and contract amendments executed under the City Manager's or designee's authority, as well as interdepartmental budget transfers approved under the City Manager's or delegated authority, for the month of July 2026. These reports are provided for City Council information and transparency regarding actions taken under delegated authority.

II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE and FILE contract report (City Manager), July 2026 exhibit one.
2. RECEIVE and FILE contract report (Designee), July 2026 exhibit two.
3. RECEIVE and FILE budget transfer report, July 2026 exhibit three.

III. ALTERNATIVES

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

Similarly, 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.

This report is submitted in compliance with the reporting requirements established by CMC Sections 2604 and 2955.1 for the reporting period of July 2026.

V. FISCAL IMPACT

There is no fiscal impact associated with receiving and filing this report. The report is informational only and does not authorize additional expenditures or budget appropriations.

VI. EXHIBITS

1. Contract Report – City Manager –(July 2026)
2. Contract Report – Designee – (July 2026)
3. Budget Transfer Report – (July 2026)

Attachments

Contract Report CM - July 2026.pdf

Contract Report DIR - July 2026.pdf

Budget Transfer Report - July 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	26-130	QUENCH USA INC	6523	CONSULTANT	WATER DISPENSING SERVICES	$25,000.00	PW	6/22/2026	6/21/2027	
D ROBERTS	Original	26-151	SOUTH BAY FLEET SPECIALIST	8917	CONSULTANT	FLEET VEHICLE REPAIRS	$25,000.00	PW	6/11/2026	6/10/2027	Docs rec'd 7/15/2026
D ROBERTS	Original	26-152	CAROL ELECTRIC COMPANY, INC.	8389	CONTRACTOR	SWITCHBOARD INSTALLATION SERVICES, ANDERSON PARK	$44,970.00	PW	7/7/2026	7/6/2027	
D ROBERTS	Original	26-154	JOHN DEIRMENJIAN dba HCJA PROPERTIES LLC	8938	GRANTEE	COMMERCIAL FAÇADE IMPROVEMENT PROGRAM	$250,000.00	CD	6/4/2026	6/3/2028	Docs rec'd 7/28/2026
D ROBERTS	Original	26-155	CUSTOM SIGNS, INC.	7846	CONTRACTOR	DAKTRONICS INSTALLATION SERVICES, CARSON PARK	$43,814.50	PW / CS	7/27/2026	7/26/2027	
D ROBERTS	Original	26-158	CALIFORNIA PUMPCRETE INC	6307	CONSULTANT	ON-CALL CONCRETE PUMPING	$25,000.00	PW	6/4/2026	6/3/2031	
D ROBERTS	Amendment No. 1	25-145*	CIVIC CALLING CORPORATION dba HOLLY	8646	CONSULTANT	CLASS & COMPENSATION SERVICES	$40,000.00	HR	7/3/2026	12/31/2026	Term Only
D ROBERTS	Original	26-160	UC ADVANTAGE, INC.	7726	CONSULTANT	UNEMPLOYMENT INSURANCE CLAIM SERVICES	$5,600.00	HR	7/1/2026	6/30/2028	

* = Represents a contract amendment for time only; no additional funds are authorized.

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	26-127	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	4TH OF JULY DRONE SHOW	$1,300.00	CS / P&R	7/4/2026		
M WHITTIKER	Original	26-128	CLAUDETTE LEMUS	8333	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$1,500.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-129	GUY BLACK	8708	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$4,000.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-131	LAUREN PUNCH	8924	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$13,500.00	CS / P&R	8/22/2026		
M WHITTIKER	Original	26-132	KHADIM ENTERPRISES LLC	7592	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$2,735.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-133	DASHAUN EVINS	8673	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$800.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-134	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2026 THERAPEUTIC RECREATION SUMMER LUAU	$600.00	CS /HS	7/17/2026		
M WHITTIKER	Original	26-135	ASHLEY RAYFORD	7732	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$1,200.00	CS / P&R	7/25/2026		
R LENNOX	Original	26-136	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$1,750.00	CMO / MM	7/25/2026		
M WHITTIKER	Original	26-140	TARA PARHAM	8922	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$150.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-141	KENNETH C SARA	7586	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$1,350.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-144	CONFUNKSHUN	8837	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$25,000.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-145	HUDSON AUDIO WORKS	7024	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$2,600.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-146	MIXONE SOUND	2703	EVENT SERVICE PROVIDE AGREEMENT	2026 CAJUN BLUES & WHITE LINEN AFFAIR	$6,800.00	CS / P&R	7/25/2026		
M WHITTIKER	Original	26-147	BROADCAST SUPPORT INC	4297	EVENT SERVICE PROVIDE AGREEMENT	2026 SOCCER VIEWING WATCH PARTY	$12,200.00	CS / HS	7/19/2026		
M WHITTIKER	Original	26-148	VERONICA TAYLOR	8038	EVENT SERVICE PROVIDE AGREEMENT	2026 SOCCER VIEWING WATCH PARTY	$1,000.00	CS / P&R	7/19/2026		
M WHITTIKER	Original	26-149	ROBERTO SANDOVAL CALDERON	8556	EVENT SERVICE PROVIDE AGREEMENT	2026 SOCCER VIEWING WATCH PARTY	$1,052.50	CS / P&R	7/19/2026		
M WHITTIKER	Original	26-150	ERIC WALSH	8923	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$2,000.00	CS / P&R	8/22/2026		
M WHITTIKER	Original	26-153	LE'ANDRIA JOHNSON	8933	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$13,000.00	CS / P&R	8/22/2026		
M WHITTIKER	Original	26-156	KAREN SCIURBA-LIBLIN	8699	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$2,850.00	CS / P&R	9/25/2026		
M WHITTIKER	Original	26-157	MAURILIO CENDEJAS MORALES dba WILO'S FOOD	7999	EVENT SERVICE PROVIDE AGREEMENT	2026 FAMFEST	$1,562.00	CS / P&R	8/22/2026		

City of Carson

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	103	BUA	07/08/2026	07/08/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	101-10-100-101-6009-	10101370	6009	AW		T	Furniture Purchase Materials & Supplies		17,000.00	
2	101-10-100-101-8007-	10101370	8007	AW		T	Furniture Purchase Furniture & Fixtures	17,000.00		
							** 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
2027	01	140	BUA	07/01/2026	07/09/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	292-70-730-705-6004-	29707140	6004	AW		T	Resolution 26-002 (EIFD-ex Professional Services	50,000.00		
2	292-70-730-706-6004-	29707150	6004	AW		T	Resolution 26-002 (EIFD-ex Professional Services		6,000.00	
3	292-70-730-708-6004-	29707130	6004	AW		T	Resolution 26-002 (EIFD-ex Professional Services	363,000.00		
4	292-70-730-708-6055-	29707130	6055	AW		T	Resolution 26-002 (EIFD-ex Legal		10,000.00	
5	292-99-999-999-3910-	29999050	3910	AW			Appropriation Control		397,000.00	1
6	292-99-999-999-3930-	29999050	3930	AW			Budget FB Unrestricted Control	397,000.00		1
							** JOURNAL TOTAL	397,000.00	397,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	141	BUA	07/01/2026	07/09/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	292-99-999-705-4041-	29999100	4041	AW		T	Resolution 26-002 (EIFD-re Prop Tax Increment Rev (EIFD)		28,000.00	
2	292-99-999-706-4041-	29999110	4041	AW		T	Resolution 26-002 (EIFD-re Prop Tax Increment Rev (EIFD)		14,000.00	
3	292-99-999-708-4041-	29999130	4041	AW		T	Resolution 26-002 (EIFD-re Prop Tax Increment Rev (EIFD)		28,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	141	BUA	07/01/2026	07/09/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
4	29999050	4040		AW		T	Resolution 26-002 (EIFD-re	100,000.00		
	292-99-999-999-4040-						EIFD Prop Tax in Lieu of MVLF			
5	29999050	4401		AW		T	Resolution 26-002 (EIFD-re	50,000.00		
	292-99-999-999-4401-						Interest Income			
6	29999050	3920		AW					80,000.00	1
	292-99-999-999-3920-						Estimated Revenue Control			
7	29999050	3930		AW				80,000.00		1
	292-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	80,000.00	80,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	169	BUA	07/07/2026	07/14/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	21999080	8023		AW		T	Resolution 26-069	492,800.00		
	219-99-999-904-8023-						CIP - Traffic Signal			
2	21900020	3910		AW					492,800.00	1
	219-99-999-999-3910-						Appropriation Control			
3	21900020	3930		AW				492,800.00		1
	219-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	492,800.00	492,800.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	314	BUA	07/07/2026	07/22/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	28999190	8009		AW		T	Resolution 26-071		6,200,000.00	
	288-99-999-904-8009-						Infrastructure Roadways			
2	28999190	8009		AW		T	Resolution 26-071	6,200,000.00		
	288-99-999-904-8009-						Infrastructure Roadways			
							** 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
2027	01	325	BUA	07/01/2026	07/23/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21707060	6004		AW		T	CDBG Approved BDGT: Correc	13,957.20		
	215-70-730-101-6004-						Professional Services			
2	21707070	6004		AW		T	CDBG Approved BDGT: Correc	9,801.00		
	215-70-730-962-6004-						Professional Services			
3	21707080	6004		AW		T	CDBG Approved BDGT: Correc		3,466.00	
	215-70-730-963-6004-						Professional Services			
4	21707120	6062		AW		T	CDBG Approved BDGT: Correc	24,639.80		
	215-70-730-964-6062-						Neigh Pride Prog			
5	21500070	3910		AW					44,932.00	1
	215-99-999-999-3910-						Appropriation Control			
6	21500070	3930		AW				44,932.00		1
	215-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	44,932.00	44,932.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	326	BUA	07/01/2026	07/23/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21500070	4511		AW		T	CDBG Approved BDGT: Correc		44,932.00	
	215-99-999-999-4511-						Federal Grants			
2	21500070	3920		AW				44,932.00		1
	215-99-999-999-3920-						Estimated Revenue Control			
3	21500070	3930		AW					44,932.00	1
	215-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	44,932.00	44,932.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	01	372	BUA	07/27/2026	07/27/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21909140	6004		AW		T	Transit Operation Supplies		200,000.00	
	219-90-960-180-6004-						Professional Services			
2	21909140	6009		AW		T	Transit Operation Supplies	200,000.00		
	219-90-960-180-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	1,059,664.00	1,059,664.00	

8 Journals printed

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 7.

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 JULY 1, 2026, THROUGH JULY 31, 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 July 1, 2026, through July 31, 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 July 1, 2026 through July 31, 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 July 1, 2026 through July 31, 2026.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Reports - July 2026

Attachments

Business License Report July 2026.pdf

Business Name	DBA	Address	BL - Business Type	Business License Type
251 Carson Inc	Moon Skincare	251 W CARSON ST Carson, CA 90745	BEAUTY SALON/SUPPLY - 070	BL - GENERAL LICENSE
Elite Fuels Transportation Inc	Elite Fuels Transportation Inc	18925 ANELO AVE Carson, CA 90248	FREIGHT FORWARDER - 195	BL - GENERAL LICENSE
US Metal Distributors Alliance	Metal Supermarkets	17207 BROADWAY GARDENA, CA, 90248	METAL PROCESSING - 653	BL - GENERAL LICENSE
CDMAN Property LLC		22120 AVALON BLVD Carson, CA 90745	COMMERCIAL RENTALS - 108	BL - BUSINESS LICENSE
amber Beauty LLC	The Grooming Spa	22005 AVALON BLVD Unit: F Carson, CA 90745	BEAUTY SALON/SUPPLY - 070	BL - GENERAL LICENSE
Clarity Psychological Corporation	Clarity Psychological Corporation	637 E Albertoni St. Unit: Suite 111 Carson, CA 90746	ADMINISTRATIVE OFFICE - 023	BL - GENERAL LICENSE

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 8.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-103, A RESOLUTION OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $596,556.16 DEMAND CHECK NUMBERS 186781 THROUGH 186978 (CITY COUNCIL)

I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **08/06/2026 through 08/13/2026**, pursuant to the City's financial policies and applicable provisions of the California Government Code governing municipal fiscal administration.

Summary of Disbursements:

- General Demand Checks: $596,556.16

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-103, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $596,556.16 DEMAND CHECK NUMBERS 186781 THROUGH 186978."

III. ALTERNATIVES

NONE.

IV. BACKGROUND

Pursuant to Sections 37201 through 37210 of the California Government Code and Chapter 5 – 2504 to 2509 to of the Carson Municipal Code, all claims and demands against the City for money or damages shall be presented to the City Council for approval or rejection. Exceptions apply to payroll-related and budgeted demands, which may be processed and paid for prior to City Council action and shall thereafter be presented to the City Council for ratification and approval.

The Claims and Demands register have been prepared, 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.

On September 1, 2026, the City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed attached, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $596,556.16.

V. FISCAL IMPACT

No Fiscal Impact. Funds for all the claims and demands have been allocated and approved within the Council approved departmental budget for the Fiscal Year.

VI. EXHIBITS

1. Exhibit 1 – General Demand Claims and Register Resolution # 26-103

Attachments

Exhibit 1 – General Demand Claims and Register Resolution # 26-103.pdf

RESOLUTION NO. 26-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON ALLOWING CLAIMS AND DEMANDS IN THE AMOUNT OF $596,556.16 DEMAND CHECK NUMBERS 186781 THROUGH 186987

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 September 1, 2026, the City Council ratified the demand numbers 186781 through 186987 for General Demand. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $596,556.16.

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

PASSED, APPROVED, and ADOPTED this 1ST DAY OF SEPTEMBER, 2026.

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

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 1ST DAY OF SEPTEMBER, 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, Resolution No. 26-103, was adopted by the City of Carson City Council at its meeting held on September 20, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

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
186781	08/06/2026	PRINTED	002904	ADMINSURE INC	9,682.00			
186782	08/06/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	921.58			
186783	08/06/2026	PRINTED	000543	AQUA FLO SUPPLY	868.82			
186784	08/06/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	972.40			
186785	08/06/2026	PRINTED	004641	BILLYE BATES	50.00			
186786	08/06/2026	PRINTED	004297	BROADCAST SUPPORT INC	2,100.00			
186787	08/06/2026	PRINTED	004165	CALIFORNIA CONSULTING	5,500.00			
186788	08/06/2026	PRINTED	000079	CALIFORNIA WATER SERVICE	125,231.75			
186789	08/06/2026	PRINTED	000140	CARL WARREN AND CO	10,804.50			
186790	08/06/2026	PRINTED	008876	CHRISTYNA GILES WASHINGTO	50.00			
186791	08/06/2026	PRINTED	000803	CLEAN ENERGY	2,494.66			
186792	08/06/2026	PRINTED	006855	CLEMENTE-FINLEY, STEPHANI	50.00			
186793	08/06/2026	PRINTED	004227	CONNIE DELA CRUZ-MANIO	50.00			
186794	08/06/2026	PRINTED	001629	CORTEZ GRAPHICS	140.45			
186795	08/06/2026	PRINTED	000268	DAILY JOURNAL CORP	151.00			
186796	08/06/2026	PRINTED	002183	DIGITAL ASSURANCE CERTIFI	2,996.99			
186797	08/06/2026	PRINTED	000534	DIRECTV	259.99			
186798	08/06/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	137.07			
186799	08/06/2026	PRINTED	004223	YOLANDA FIELDER	50.00			
186800	08/06/2026	PRINTED	002192	LEANDREA FIELDS-ROBINSON	50.00			
186801	08/06/2026	PRINTED	001849	CAROLYN FOSTER	50.00			
186802	08/06/2026	PRINTED	008672	GMS ELEVATOR SERVICES INC	540.00			
186803	08/06/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	1,366.46			
186804	08/06/2026	PRINTED	000793	GRAINGER	626.44			
186805	08/06/2026	PRINTED	001093	SHIRLEY GRAVES	50.00			
186806	08/06/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	916.76			
186807	08/06/2026	PRINTED	003108	SUSAN D ODOM HOUZE	50.00			
186808	08/06/2026	PRINTED	008934	JENNIFER JONES-PHILLIPS	50.00			
186809	08/06/2026	PRINTED	007103	JOE A. GONSALVES & SON	4,500.00			
186810	08/06/2026	PRINTED	007672	KELLY PAPER COMPANY	493.38			
186811	08/06/2026	PRINTED	007093	KILEY & ASSOCIATES LLC	5,285.00			
186812	08/06/2026	PRINTED	008272	LARHONDA BROWN	50.00			
186813	08/06/2026	PRINTED	007569	LINDA R. DUNN	50.00			
186814	08/06/2026	PRINTED	008639	LIZETTE ESPERICUETA ARRIO	4,773.00			
186815	08/06/2026	PRINTED	004767	DELIA LOPEZ	50.00			
186816	08/06/2026	PRINTED	008940	MICHAEL GUERRA	2,000.00			
186817	08/06/2026	PRINTED	008036	MONIQUE FISHER	50.00			
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186819	08/06/2026	PRINTED	010999	Amber Coulson	56.71			
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186821	08/06/2026	PRINTED	010999	Jonathan Reynoso Marquez	101.72			
186822	08/06/2026	PRINTED	010999	Khaleah Bradshaw	152.33			
186823	08/06/2026	PRINTED	010999	RODRIGUEZ, MIGUEL	1.36			
186824	08/06/2026	PRINTED	010999	Rowell Estrella	116.64			
186825	08/06/2026	PRINTED	002445	PATRICIA PATTERSON	50.00			
186826	08/06/2026	PRINTED	001126	GRETA PRICE	50.00			
186827	08/06/2026	PRINTED	000118	JULIE RUIZ RABER	50.00			
186828	08/06/2026	PRINTED	010000	VCI CONSTRUCTION LLC	480.00			
186829	08/06/2026	PRINTED	010000	MAGNOLIA SCIENCE ACADEMY	975.00			
186830	08/06/2026	PRINTED	000057	ROBERT MCELROY LLC	67.96			
186831	08/06/2026	PRINTED	002515	MYRNA RONQUILLO	50.00			
186832	08/06/2026	PRINTED	007851	SAMI'S REFEREES LLC	7,615.00			

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
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186834	08/06/2026	PRINTED	001803	VERGIE SEYMORE	50.00			
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186836	08/06/2026	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
186837	08/06/2026	PRINTED	000211	SMART AND FINAL IRIS	328.07			
186838	08/06/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	67,171.03			
186839	08/06/2026	PRINTED	004417	SOCALGAS	9,237.10			
186840	08/06/2026	PRINTED	004417	SOUTHERN CALIFORNIA GAS C	5,746.79			
186841	08/06/2026	PRINTED	000718	STAPLES ADVANTAGE	2,746.64			
186842	08/06/2026	PRINTED	000082	STATE OF CA EMPLOYMENT DE	27,861.00			
186843	08/06/2026	PRINTED	007090	T-MOBILE USA INC.	5,739.67			
186844	08/06/2026	PRINTED	001758	SHEILA TRESVANT	50.00			
186845	08/06/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	1,780.74			
186846	08/06/2026	PRINTED	006769	CITY MANAGER	1,233.78			
186847	08/06/2026	PRINTED	000544	ZEP MANUFACTURING CO	3,990.85			
186848	08/13/2026	PRINTED	002904	ADMINSURE INC	9,682.00			
186849	08/13/2026	PRINTED	006506	ALL IN ONE PARTIES	315.00			
186850	08/13/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	7,356.34			
186851	08/13/2026	PRINTED	000543	AQUA FLO SUPPLY	144.58			
186852	08/13/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	1,026.56			
186853	08/13/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	15,428.65			
186854	08/13/2026	PRINTED	006503	CARAHSOFT TECHNOLOGY	26,730.40			
186855	08/13/2026	PRINTED	000220	CARSON SISTER CITIES ASSN	100.00			
186856	08/13/2026	PRINTED	001610	CHICAGO TITLE CO	416.00			
186857	08/13/2026	PRINTED	000114	CITY OF CARSON PETTY CASH	458.68			
186858	08/13/2026	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	885.00			
186859	08/13/2026	PRINTED	008845	DISASTER MANAGEMENT SYSTE	2,702.59			
186860	08/13/2026	PRINTED	001136	DP TRADING INC.	2,995.00			
186861	08/13/2026	PRINTED	001744	ENTERPRISE FM TRUST INC	14,531.22			
186862	08/13/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	3,296.18			
186863	08/13/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	24,527.87			
186864	08/13/2026	PRINTED	000793	GRAINGER	106.83			
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186866	08/13/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	18.22			
186867	08/13/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	9,559.60			
186868	08/13/2026	PRINTED	000152	JERRYS CLEANERS	953.50			
186869	08/13/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	496.19			
186870	08/13/2026	PRINTED	007964	MOUR GROUP ENGINEERING +	43,000.00			
186871	08/13/2026	PRINTED	000481	OCEAN BLUE ENVIRONMENTAL	3,512.84			
186872	08/13/2026	PRINTED	010999	DAISY BECERRA	105.85			
186873	08/13/2026	PRINTED	010999	EMILY AVILA	59.09			
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186876	08/13/2026	PRINTED	008230	RAJO, A CALIF. CORP	370.00			
186877	08/13/2026	PRINTED	010000	FRANCES TORRES	60.00			
186878	08/13/2026	PRINTED	010000	FRANCES TORRES	60.00			
186879	08/13/2026	PRINTED	010000	Al-Cynthia Dale	100.00			
186880	08/13/2026	PRINTED	010000	ALISA MCKINNEY	160.00			
186881	08/13/2026	PRINTED	010000	ANDREA SUTTON ELLIOT	160.00			
186882	08/13/2026	PRINTED	010000	ANN DHARMAY	160.00			
186883	08/13/2026	PRINTED	010000	Annie Thomas	160.00			
186884	08/13/2026	PRINTED	010000	ANTHONY FLORES	140.00			

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
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186888	08/13/2026	PRINTED	010000	Benjamin Cellabos	120.00			
186889	08/13/2026	PRINTED	010000	BOBBY J. COLLINS	160.00			
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186891	08/13/2026	PRINTED	010000	Brinda Lewis Lott	120.00			
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186896	08/13/2026	PRINTED	010000	Christine Dixon	140.00			
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186903	08/13/2026	PRINTED	010000	Debrady Hampton	100.00			
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186906	08/13/2026	PRINTED	010000	Douglas Rivera-Leiva	100.00			
186907	08/13/2026	PRINTED	010000	Ebony Jones-Streets	160.00			
186908	08/13/2026	PRINTED	010000	ESAYA AYELA	160.00			
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186927	08/13/2026	PRINTED	010000	Jordan Cajiao	140.00			
186928	08/13/2026	PRINTED	010000	Jose Gomez	160.00			
186929	08/13/2026	PRINTED	010000	JUANITA LOONEY	100.00			
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186931	08/13/2026	PRINTED	010000	Keely Chaisson	160.00			
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186933	08/13/2026	PRINTED	010000	LACHANEE THOMPSON	140.00			
186934	08/13/2026	PRINTED	010000	Laprice Henry	160.00			
186935	08/13/2026	PRINTED	010000	Lashawn White Edwards	140.00			
186936	08/13/2026	PRINTED	010000	Le'Shea Peters	140.00			

AP CHECK RECONCILIATION REGISTER

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

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186939	08/13/2026	PRINTED	010000	Lisa Moore	160.00			
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186941	08/13/2026	PRINTED	010000	LYNN JOHNSON	140.00			
186942	08/13/2026	PRINTED	010000	Manuel C. De Guzman II	140.00			
186943	08/13/2026	PRINTED	010000	MELESSIA GENT	140.00			
186944	08/13/2026	PRINTED	010000	MICHAEL DEBOSE	100.00			
186945	08/13/2026	PRINTED	010000	MICHAEL VERNER	160.00			
186946	08/13/2026	PRINTED	010000	MONICA MILLS DOUGLAS	160.00			
186947	08/13/2026	PRINTED	010000	Obiora Onuigbo	160.00			
186948	08/13/2026	PRINTED	010000	PHYLLIS HAYES	120.00			
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186950	08/13/2026	PRINTED	010000	Rhonda Roussel Kidd	100.00			
186951	08/13/2026	PRINTED	010000	RICHELE LEE-LEWIS	140.00			
186952	08/13/2026	PRINTED	010000	Robyn Hood	100.00			
186953	08/13/2026	PRINTED	010000	ROONGRIT PHEWKLIENG	100.00			
186954	08/13/2026	PRINTED	010000	Ruby Pennington	120.00			
186955	08/13/2026	PRINTED	010000	SAMANTHA PENA	120.00			
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186957	08/13/2026	PRINTED	010000	Sarah Caldwell	120.00			
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186959	08/13/2026	PRINTED	010000	Sharon Deloach	140.00			
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186961	08/13/2026	PRINTED	010000	Tammy Haslering-Coley	100.00			
186962	08/13/2026	PRINTED	010000	Theodorshia Nelson	120.00			
186963	08/13/2026	PRINTED	010000	Toalei Toalei	120.00			
186964	08/13/2026	PRINTED	010000	Toi Butler	120.00			
186965	08/13/2026	PRINTED	010000	TONI WILEY	100.00			
186966	08/13/2026	PRINTED	010000	Trina Alexander	100.00			
186967	08/13/2026	PRINTED	010000	TRINA MCDANIEL	160.00			
186968	08/13/2026	PRINTED	010000	Uchenna Anokwute	100.00			
186969	08/13/2026	PRINTED	010000	VALENCIA BULLOCK	160.00			
186970	08/13/2026	PRINTED	010000	William Turner	100.00			
186971	08/13/2026	PRINTED	010000	WILLIE WALKER	120.00			
186972	08/13/2026	PRINTED	000057	ROBERT MCELROY LLC	84.95			
186973	08/13/2026	PRINTED	000633	AMERICAN UNITED SALES COR	1,472.00			
186974	08/13/2026	PRINTED	008770	SHARPLINE SOLUTIONS INC	642.23			
186975	08/13/2026	PRINTED	000170	SHERWIN WILLIAMS	10,091.84			
186976	08/13/2026	PRINTED	000211	SMART AND FINAL IRIS	858.32			
186977	08/13/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	1,205.47			
186978	08/13/2026	PRINTED	004977	CHARTER COMMUNICATION	228.05			
186979	08/13/2026	PRINTED	006384	CHARTER COMMUNICATIONS	13,869.65			
186980	08/13/2026	PRINTED	000256	STATE OF CA DEPT OF INDUS	450.00			
186981	08/13/2026	PRINTED	007931	TOMECKO JACKSON	1,290.00			
186982	08/13/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	19,929.47			
186983	08/13/2026	PRINTED	007726	UC ADVANTAGE, INC.	643.75			
186984	08/13/2026	PRINTED	005511	VULCAN MATERIALS CO.	17,664.51			
186985	08/13/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	2,165.05			
186986	08/13/2026	PRINTED	007683	WIZEHIVE, INC.	14,500.00			
186987	08/13/2026	PRINTED	000144	YAMADA CO INC	1,229.18			

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
			207 CHECKS	CASH ACCOUNT TOTAL	596,556.16	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
207 CHECKS	FINAL TOTAL	596,556.16	.00

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 9.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The Economic Development Commission held its monthly meeting on Thursday, August 6, 2026. The commission received a recap of ICSC Las Vegas 2026 from Economic Development Manager Christopher Palmer. Chris also presented a report on upcoming Economic Development projects. The commission previously reported on the Small Business Readiness Playbook and Business Visitation Packet from Business Development Liaison LaToya Butler.

Environmental Commission

The Environmental Commission did not have a meeting in August.

Public Works Commission

The Public Works Commission update is as follows:

Two new commissioners attended their first meeting this month. Two groups of residents attended the meeting to speak on two agenda items; a blue curb appeal and a speed hump appeal. The commission voted to deny the blue curb appeal based on the applicant not meeting the criteria for installation. The commission voted to approve the speed hump appeal and directed staff to move forward with the process of installing speed cushions on 220th St. After addressing agenda items, the Public Works Director gave an update to the commission on projects such as MLK rehabilitation, Mills Park Improvements and council action taken to rescind the preferential parking Zone I.

Human Relations Commission

On August 19, 2026, the Human Relations Commission successfully held their regular monthly meeting. The Commissioners went over preliminary planning steps of the Rising Stars Conference happened on February 20, 2027. They also updated progress of and discussed other action items for The Food Pantry Ad Hoc Committee as well as for Disability Ad Hoc Committee. Mission statement and Commissioners' duties and responsibilities were also revisited for constructive discussion and potential updates. They will reconvene in September 16, 2026 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, July 30, 2026, at the Carson Event Center.

Commissioners learned about the Phillips 66 Diamond Gateway projects, which is expected to begin soon. Six new industrial buildings will replace the current refinery site. Community benefits include prioritizing local jobs and hires, improved air quality, and economic benefits, as employees are likely to eat and shop locally.

The Park Maintenance and Recreation Superintendent provided a brief presentation outlining updates occurring at park sites that are currently under construction.

The next meeting will be held on Thursday August 27, 2026, at the Council Chambers and will celebrate the 2026 Track and Field finalists and the Baseball and Softball champions of the season.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission last met on Tuesday, June 23, 2026 to recap the Why I Like Carson Essay Contest Awards Ceremony. The commission is adjourned until the next meeting on Tuesday, September 22, 2026.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, August 20, and successfully had a quorum. For this meeting the commission discussed a red light ordinance and a speed camara ordinance. In addition, the commission received an update from the City Attorney's Office on the vehicle sales ordinance that the commission had previously worked on.

Senior Citizens Advisory Commission

There is no update from the Senior Citizens Advisory Commission.

Veterans Affairs Commission

The Veterans Affairs Commission met on Monday, August 17, 2026. During the meeting, the Veterans Day Subcommittee provided updates on its planning progress. One of the keynote speakers has been confirmed, along with Carson High School, Enrichment, and the singer and trumpet player who participated in last year's event. The Commission also reviewed its brochure and the Veterans Wall application, providing feedback and requesting updates to the documents accordingly. The Diamond Gateway team presented to the Commission regarding the upcoming project at the Phillips 66 Refinery in Carson. The presentation provided valuable insight into the project's progress and plans, and the team answered questions from the Commissioners. The Commission continues to provide input regarding general maintenance, flag etiquette, concerns, programming, and events at their assigned parks.

Women's Issues Commission

The Women's Issues Commission will not meet in the month of August, as per their bylaws.

Youth Commission

The Youth Commission did not meet due to a lack of quorum.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission

Attachments

Planning Commission

Planning Commission Report
December 2025 - July 2026

Planning Commission December 9, 2025

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

Applicant:	Jefferson Ohio
Owner:	Bill Hassan
Request:	Adopt Resolution No. 25-2894, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING SITE PLAN AND DESIGN OVERLAY REVIEW NO. 1959-24 FOR THE DEVELOPMENT OF EIGHT DETACHED DWELLING UNITS AT 21135 ½ BOLSA STREET. (APN 7334003021)".
Property Involved:	21135 ½ Bolsa Street (APN 7334-003-021)
Action:	Continued

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

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

Planning Commission Report
December 2025 - July 2026

Planning Commission December 17, 2025

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

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

Planning Commission January 27, 2026

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

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

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

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

Planning Commission February 24, 2026

6. Design Overlay Review No. 00021-25

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

Planning Commission Report
December 2025 - July 2026

Planning Commission March 10, 2026

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

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

Planning Commission April 14, 2026

8. Conditional Use Permit (CUP) No. 00001-26

Applicant:	Cosmetix West
Owner:	Port of LA Industrial, LLC
Request:	Adopt Resolution No. 26-2901, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OFCARSON FINDING A CEQA EXEMPTION AND CONDITIONALLY APPROVING CONDITIONAL USE PERMIT NO.00001-26 TO ALLOW THE USE AND STORAGE OF HAZARDOUS MATERIALS ASSOCIATED WITH A COSMETICMANUFACTURING OPERATION LOCATED AT 2136 E. 223RD STREET (APN 7315-008-049)."
Property Involved:	2136 E 223rd Street (APN 7315-008-049)
Action:	Approved

Nothing to report for the month of **May** due to the cancellation of the meetings.

Planning Commission Report
December 2025 - July 2026

Planning Commission June 9, 2026

9. Zoning Text Amendment (ZCC 00001-26)

Applicant: City of Carson

Request: Adopt Resolution No. 26-2902, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL MAKE A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTIONS 15378 AND 15061(B)(3) AND APPROVE ZCC NO. 00001-26 TO MAKE VARIOUS AMENDMENTS TO THE TEXT OF THE CITY'S ZONING ORDINANCE TO ESTABLISH EXPRESS LAND USE REGULATIONS AND SPECIAL DEVELOPMENT STANDARDS AND REQUIREMENTS APPLICABLE TO BATTERY ENERGY STORAGE SYSTEM (BESS) LAND USES"

Property Involved: Citywide

Action: Continued

Nothing to report for the month of **July** due to the cancellation of the meetings.

Planning Commission August 11, 2026

10. REQUEST FOR APPROVAL OF DEVELOPMENT AND SITE PLAN (DOR) NO. 00015-26, TENTATIVE TRACT MAP(TTM) NO. 00001-26, AND CEQA GUIDELINES 15168 CONSISTENCY MEMORANDUM, AND MAKING ARECOMMENDATION TO THE CITY COUNCIL APPROVE SPECIFIC PLAN AMENDMENT (SP) NO. 00004-26,AND AMENDED AND REINSTATED DEVELOPMENT AGREEMENT (DA) NO. 00001-26 FOR THE DISTRICT ATSOUTH BAY PROJECT LOCATED AT 20400 MAIN STREET (Southwest of I-405 and Del Amo Boulevard)

Applicant: Carson Goose Owner, LLC

Request: 1. Adopt Resolution No. 26-2902, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CITY COUNCIL: (1) FIND CEQA GUIDELINES 15168 CONSISTENCY; AND (2) APPROVE (A) DEVELOPMENT AND SITE PLAN REVIEW NO. (DOR) 00015-26 AND (B) AMENDED VESTING TENTATIVE TRACT MAP (VTTM) NO. 83481, SUBJECT TO CONDITIONS OF APPROVAL."

2. Adopt Resolution No. 26-2903, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE A CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CONSISTENCY DETERMINATION AND CHECKLIST PURSUANT TO CEQA GUIDELINES 15168 AND ADOPT AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-00001-26 AND SPECIFIC PLAN AMENDMENT NO. SPA_00004-2026, SUBJECT TO CONDITIONS OF APPROVAL, FOR THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT NO. SPA 00004-2026."

Property Involved: 20400 Main Street (APN 7336-010-903)

Action: Approved

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 10.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER APPROVAL OF A CITYWIDE ON-CALL PURCHASE AGREEMENT WITH GOFORTH & MARTI (dba GM BUSINESS INTERIORS) FOR AS-NEEDED OFFICE FURNITURE (CITY COUNCIL)

I. SUMMARY

Pursuant to the City's Municipal Code ("CMC") Section 2611(f), the City may utilize piggyback purchasing as an alternative to the City's standard competitive bidding or proposal requirements when specified conditions are satisfied. Piggyback purchasing allows the City to leverage a competitive procurement process previously conducted by another public agency, reducing the administrative time and costs associated with conducting a separate solicitation while providing access to competitively established pricing, contract terms, and a broad range of products and services. This approach allows the City to efficiently meet its operational needs while maintaining appropriate procurement controls and compliance with applicable City requirements.

Staff recommends that the City Council approve a Citywide Purchase Agreement with Goforth & Marti d.b.a. GM Business Interiors ("GMBI") for the purchase of Free-Standing Modular Furniture and Installation Services, including related products, delivery, installation, and associated services, for Citywide use, utilizing County of Orange Regional Cooperative Agreement No. RCA-017-22010154, awarded pursuant to Request for Proposals ("RFP") No. 017-2266501-SC. The County of Orange conducted a competitive procurement process for Free-Standing Modular Furniture and Installation Services and awarded one of the resulting agreements to GMBI. GMBI will provide the furniture, installation, and related products and services to the City pursuant to the applicable pricing, terms, and conditions of the County agreement and the City's On-Call Purchase Agreement.

II. RECOMMENDATION

TAKE the following actions:

1. RATIFY waiver of the formal bidding procedures required under CMC Section 2610, as allowed by CMC Section 2611(f) (Piggyback Purchasing);
2. APPROVE a Purchase Agreement with Goforth & Marti, doing business as G/M Business Interiors, pursuant to the City's piggyback purchasing authority under CMC Section 2611(f), utilizing County of Orange Regional Cooperative Agreement No. RCA-017-22010154 for the purchase of as-needed Free-Standing Modular Furniture and Installation Services, for a total amount not-to-exceed $450,000; and
3. AUTHORIZE the Mayor to execute the Purchase Agreement approved as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT WAIVE the formal bidding procedures.

2. REJECT the proposed Purchase Agreement.

IV. BACKGROUND

The City periodically purchases office furniture and related products and services to support the furnishing, reconfiguration, renovation, and replacement of workspace throughout City facilities. These purchases may include desks, workstations, seating, conference room furniture, storage systems, or other ancillary furniture products, as well as delivery, installation, configuration, and related services. Because these requirements often arise on an as-needed basis and may vary by department, facility, project, and operational requirements, establishing a Citywide purchasing mechanism enables departments to obtain required furniture and related services through an established procurement vehicle rather than conducting a separate solicitation or contract agreement for each individual requirement.

The CMC establishes the City's requirements for the procurement of goods and services. CMC Section 2610 generally provides for formal bidding procedures for applicable purchases exceeding $75,000. However, CMC Section 2611(f) authorizes the use of piggyback purchasing as an alternative procurement method. Under a piggyback purchasing arrangement, through the Purchasing Manager, the City may utilize the results of a competitive procurement conducted by another public agency to purchase the same or substantially similar goods and services from the vendor awarded the underlying contract, subject to the requirements of CMC Section 2611(f).

Piggyback purchasing enables the City to leverage an existing competitive procurement process rather than conducting a separate solicitation for the same or substantially similar goods and services. This approach can reduce the administrative resources and procurement time required to conduct a separate solicitation while providing the City access to competitively established pricing, contract terms, and products and services resulting from the originating public agency's procurement. The use of an existing competitively procured contract also allows the City to efficiently address recurring and as-needed operational requirements while maintaining appropriate procurement controls and compliance with applicable City requirements.

The County of Orange conducted a competitive procurement process pursuant to Request for Proposals No. 017-2266501-SC for Free-Standing Modular Furniture and Installation Services and subsequently entered into Regional Cooperative Agreement No. RCA-017-22010154 (“County Agreement”) with GMBI. The proposed Purchase Agreement would utilize the County Agreement pursuant to the City's piggyback purchasing authority under CMC Section 2611(f). The County's solicitation and resulting agreement provide for the procurement of Free-Standing Modular Furniture and Installation Services that are substantially similar to the City's requirements. The County conducted a competitive procurement process and awarded the resulting agreement to GMBI. The County Agreement remains current, and the proposed City purchases would be made pursuant to the applicable pricing, terms, and conditions established through the County's procurement. Accordingly, the City's Purchasing Manager has waived the formal bidding process and approved procurement of the GMBI contract via piggybacking.

Staff recommends establishing a Citywide Purchase Agreement with GMBI for the as-needed purchase of Free-Standing Modular Furniture and Installation Services, including related products, delivery, installation, configuration, and other ancillary services within the scope of the County Agreement. The proposed Purchase Agreement would be utilized by City departments on an as-needed basis to fulfill office furniture requirements in accordance with the terms and conditions of the City's Purchase Agreement and the County Agreement. Under the proposed Agreement, GMBI would provide furniture and related services as requested by the City. Individual purchases would be initiated through City Purchase Orders and would be subject to the City's applicable purchasing, budgetary, and approval requirements. The proposed Agreement would not obligate the City to purchase a minimum quantity or dollar amount of goods and services.

Staff is requesting authorization for a not-to-exceed amount of $450,000 during the term of the Agreement.

V. FISCAL IMPACT

The proposed Purchase Agreement will not require a separate appropriation. Individual purchases will be made by City departments on an as-needed basis and will be funded from existing departmental budgets, subject to the availability and appropriate of funds. The Agreement establishes a not-to-exceed amount of $450,000 during the term of the Agreement.

VI. EXHIBITS

1. Purchasing Waiver - GMBI
2. County of Orange - Regional Cooperative Agreement RCA-017-22010154
3. County of Orange - RFP 017-2266501-SC
4. On Call Purchase Agreement

Attachments

1. Purchasing Waiver - GMBI.pdf
2. County of Orange - Regional Cooperative Agreement RCA-017-22010154.pdf
3. County of Orange - RFP 017-2266501-SC.pdf
4. On Call Purchase Agreement with Goforth and Marti.pdf

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

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

Exemption sought:

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

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [x] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: County of Orange

Vendor: Goforth & Marti ("GMBI")

Contract #: RCA-017-22010154

Solicitation #: RFP NO 017-2266501-SC

Contract Effective Date:

Contract Expiration: 11/14/2027

Specify purchase details:

Amount: $450,000

Vendor: GMBI

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

The City seeks to procure citywide furniture through a piggyback purchase utilizing the County of Orange contract RCA-017-22010154. Piggybacking on this competitively procured contract provides a cost-effective and efficient purchasing method, while ensuring access to established pricing, terms, and conditions for the required furniture.

Authorized Department Staff:

Purchasing:

Signature:

Josilla Togiola Digitally signed by Josilla Togiola Date: 2026.08.24 11:29:26 -07'00'

Date:

Name/Title:

DocuSign Envelope ID: C85A965C-77E9-470E-9773-855060B0892F

REGIONAL COOPERATIVE AGREEMENT
CONTRACT NUMBER RCA-017-22010154
BETWEEN
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE
AND
GOFORTH & MARTI, DBA GM BUSINESS INTERIORS
FOR
FREE-STANDING MODULAR FURNITURE AND INSTALLATION SERVICES

This Contract RCA-017-22010154 for Free-Standing Modular Furniture and Installation Services ("Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, ("County") and Goforth & Marti, DBA GM Business Interiors with a place of business at 1099 W. La Cadena Dr., Riverside, CA 92501 ("Contractor"), with County and Contractor sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B –Pricing and Compensation

Attachment C – Item List/Fees

Attachment D – Subcontractor(s)

RECITALS

WHEREAS, County solicited via a Request for Proposal ("RFP") for Free-Standing Modular Furniture and Installation Services; and

WHEREAS, Contractor responded to RFP and represented that Contractor is qualified to provide Free-Standing Modular Furniture and Installation Services to County; and

WHEREAS, Contractor agrees to provide Free-Standing Modular Furniture and Installation Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, Contractor agrees to accept payment based on the pricing set forth in Pricing and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

A. **GOVERNING LAW AND VENUE**: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. **ENTIRE CONTRACT**: This Contract, including Attachments which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. **AMENDMENTS**: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **TAXES**: Unless otherwise provided herein or by law, the price stated in Attachment C does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

E. **DELIVERY**: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. **ACCEPTANCE/PAYMENT**: Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears pursuant to Attachment B after County's satisfactory acceptance.

G. **WARRANTY**: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees, as more fully described in Article Z, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFRINGEMENT**: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article Z, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses and attorney's fees.

I. **ASSIGNMENT**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

J. **NON-DISCRIMINATION**: In the performance of this Contract, Contractor must comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code. **TERMINATION**: In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without

penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

K. **TERMINATION**: In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, any material breach of contract, any misrepresentation or fraud on the part of Contractor, and any assignment, subcontracting or change of ownership without County's express prior written consent. County's decision to exercise the right to terminate the Contract shall relieve County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligation, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

L. **CONSENT TO BREACH NOT WAIVER**: Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **INDEPENDENT CONTRACTOR**: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **PERFORMANCE**: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **INSURANCE PROVISION**: Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to

begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.
The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability (Limits may be increased for Specialty Moving Project	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

2. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) calendar days of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 Policy).

Insurance certificates should be emailed to CEOCPOInsurance@ocgov.com

Certificate Holder must state:
County of Orange
c/o: CEO/County Procurement Office
Attn: Insurance
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701

If Contractor fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or the department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **CHANGES**: Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.

Q. **CHANGE OF OWNERSHIP/NAME, LITIGATION STATUS, CONFLICTS WITH COUNTY INTERESTS**: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

In addition, Contractor must notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor also must notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor must provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation applies to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **FORCE MAJEURE**: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more.

S. **CONFIDENTIALITY**: All County Data shall be deemed confidential. Contractor must hold all County Data in strict confidence and must maintain the confidentiality of all County Data pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. Contractor must not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such County Data to third parties other than employees, agents, or subcontractors who require the County Data for performance of this Contract and will not use such County Data for any purpose other than for performance of this Contract. In addition, Contractor must protect County Data from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to County. This obligation applies to Contractor's employees, agents, and subcontractors.

Contractor must immediately report to County any and all unauthorized disclosures or uses of County Data or suspected or threatened unauthorized disclosures or uses of County Data of which Contractor or Contractor's employees, agents and/or subcontractors are aware or have knowledge or reasonable belief. Contractor acknowledges that any unauthorized publication or disclosure of County Data to others or unauthorized use of County Data may cause immediate and irreparable harm to County. If Contractor should publish, disclose, or use such County Data without authorization, or threaten such action, County is immediately entitled to injunctive relief and any other remedies to which it is entitled under law or equity, without requiring a cure period. Contractor must, in accordance with the more specific requirements contained in Article Z, indemnify, defend, and hold County and County Indemnitees harmless from and against any and all damages, costs, liabilities, and expenses (including without limitation attorneys' fees) relating to or arising from Contractor's unauthorized publication, use, or disclosure of County Data.

T. **COMPLIANCE WITH LAWS**: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article Z, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses

arising from or related to a violation of such laws.

U. **FREIGHT**: Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **SEVERABILITY**: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **ATTORNEY FEES**: In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear its own attorney's fees, costs and expenses.

X. **INTERPRETATION**: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

Y. **EMPLOYEE ELIGIBILITY VERIFICATION**: Contractor warrants that it is and it will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **INDEMNIFICATION**: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **AUDITS/INSPECTIONS**: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor must maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor

agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor must include in each subcontract a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

BB. **CONTINGENCY OF FUNDS**: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **EXPENDITURE LIMIT**: Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

1 **SCOPE OF CONTRACT:** This Contract, including attachment(s), specifies the contractual terms and conditions by which Contractor will provide Free-Standing Modular Furniture and Installation Services as described in Attachment A, Scope of Work, under a fixed price Contract, as set forth herein.

2 **TERM OF CONTRACT:** This Contract shall commence on **November 15, 2022** and continue for five (5) calendar years from that date, thru **November 14, 2027**, unless otherwise terminated by County. This Contract is not renewable.

3 **AUTHORIZATION WARRANTY:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

4 **BREACH OF CONTRACT:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:

A. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach.

B. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the breach.

C. Terminate the Contract for cause immediately without penalty pursuant to Article K, Termination.

5 **CALIFORNIA PUBLIC RECORDS ACT:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.

6 **CIVIL RIGHTS:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7 **CONFLICT OF INTEREST:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8 **CONFLICT WITH EXISTING LAW:** Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

9 **CONDITIONS AFFECTING WORK:** Contractor is responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents during or prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in the Contract and the Contract expressly provides that County assumes the responsibility.

10 **CONTRACTOR BANKRUPTCY/INSOLVENCY:** If Contractor is adjudged bankrupt or has a general assignment for the benefit of its creditors or if a receiver is appointed on account of Contractor's insolvency, County may immediately terminate this Contract for cause pursuant to Article K, Termination.

11 **CONTRACTOR'S EXPENSE:** Contractor is responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.

12 **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.

13 **CONTRACTOR'S PROJECT MANAGER:** Contractor's Project Manager, as specified in Article 32 Notices, will direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld. Contractor's Project Manager and key personnel shall be assigned for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines.

14 **COUNTY'S PROJECT MANAGER:** County's Project Manager, as specified in Article 32 Notices, will act as liaison between County and Contractor during the term of this Contract.

County's Project Manager has the right, in its sole discretion, to require the removal and replacement of Contractor's Project Manager and Contractor personnel from providing services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal of Contractor's Project Manager and Contractor personnel within three (3) calendar days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and Contractor personnel. Said approval shall not be unreasonably withheld. County is not required to provide any information, reason or rationale in the event it requires the removal of Contractor's Project Manager or Contractor personnel.

15 **CONTRACTOR'S RECORDS:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange DPA.

16 **CONTRACTOR PERSONNEL – REFERENCE CHECKS:** Contractor warrants that all persons employed to provide services under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character

standards as demonstrated by background investigation and reference checks coordinated by the department issuing this Contract.

17 **CONTRACTOR WORK HOURS AND SAFETY STANDARDS:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

18 **CONTRACTOR PERSONNEL – UNIFORM/BADGES/IDENTIFICATION:** All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) calendar days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) calendar days prior to any changes to the uniform and/or badges and/or other identification to be worn by employees.

19 **COOPERATIVE CONTRACT - REGIONAL COOPERATIVE AGREEMENT (RCA):** This Contract is a cooperative contract and may be utilized by all County of Orange departments. The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The Contractor is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year. Moreover, subordinate contracts may includes different and/or additional terms if necesssary to comply with Federal, State or other funding requirements.

20 **COUNTY OF ORANGE DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Disabled Veteran Business Enterprise Preference requirements at the time this Contract is executed.

21 **COUNTY OF ORANGE LOCAL SMALL BUSINESS PREFERENCE REQUIREMENTS:** Contractor certifies it is in compliance, and will remain in compliance, with County of Orange Local Small Business Preference requirements at the time this Contract is executed.

22 **DATA – TITLE TO:** All materials, documents, data, reports, information or other materials obtained from County data files or any County medium or furnished by or on behalf of County to Contractor in the performance of this Contract and created, generated or modified by County or by Contractor through the provision of services, including all intellectual property rights in or pertaining to the same, ("County Data") is owned solely and exclusively by County and at all times remains the property of County. To the extent there is any uncertainty as to whether data constitutes County Data, the data in question shall be treated as County Data. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data. Such County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of its duties under this Contract or as specifically directed by County in writing. All County Data, including copies, must be promptly returned to County upon expiration or earlier termination of this Contract.

23 **DEBARMENT:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. County has the right to terminate this Contract for cause pursuant to Article K, Termination, if Contractor is or becomes the subject of any debarment or pending debarment, declared ineligible or any voluntary exclusion from participation by any state or federal department or agency.

24 **DEFAULT – REPROCUREMENT COSTS:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under this Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

25 **DRUG-FREE WORKPLACE:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor shall:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The organization's policy of maintaining a drug-free workplace;

iii. Any available counseling, rehabilitation and employee assistance programs; and

iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(a)(3), that every employee who works under this Contract:

i. Will receive a copy of the company's drug-free policy statement; and

ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

i. Contractor has made false certification, or

ii. Contractor violates the certification by failing to carry out the requirements as noted above.

26 **DISPUTES – CONTRACT:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

i. Contractor shall submit to the department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor must diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this Article shall be construed as affecting County's right to terminate the Contract for cause or for convenience as provided in Article K, Termination.

27 **EMERGENCY/DECLARED DISASTER REQUIREMENTS:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing in Attachment C shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of the Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.

28 **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29 **GRATUITIES:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

30 **LOBBYING:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

31 **NEWS/INFORMATION RELEASE:** Contractor shall not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and written consent of said news media contact from County through County DPA. Any requests for interviews or information received by the media should be referred directly to County. Contractors are not authorized to serve as a media spokesperson for County projects without first obtaining permission from County.

32 **NO THIRD-PARTY BENEFICIARIES:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

33 **NOTICES:** Any and all notices, request, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Goforth & Marti, DBA GM Business Interiors Attn: Steven Easley, Project Manager 1099 W. La Cadena Dr. Riverside, CA 92501 Phone: 909-856-4974 Email: seasley@gmbi.net
County:	County of Orange County Procurement Office Attn: Sharmila Chadrasekharan 400 W. Civic Center Dr., 5th Floor, Santa Ana, CA 92701 Phone: 714-567-7428 Email: Sharmila.Chadrasekharan@ocgov.com

34 **OWNERSHIP OF DOCUMENTS:** County has permanent ownership of all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of County and may be used by County as it may require without additional cost to County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

35 **PREVAILING WAGE (LABOR CODE §1773):**

A. **THRESHOLD REQUIREMENTS FOR PREVAILING WAGES:** Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

B. **WAGE RATES:** Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may

be obtained at cost at the office of County's OC Public Works/OC Facilities & Asset Management/A&E Project Management or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

C. **APPRENTICESHIP REQUIREMENTS:** The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

D. **REGISTRATION OF CONTRACTOR:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

E. **PREVAILING WAGE AND DIR REQUIREMENT:** Awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:

i. $25,000 for new construction, alteration, installation, demolition or repair

ii. $15,000 for maintenance

If the project meets or exceeds these amounts, the County and the Contractor are required to register the project with the California Department of Industrial Relations.

F. **PAYROLL RECORDS:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide, in summary:

i. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

ii. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

iii. The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.

iv. Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and address of the records.

v. Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars ($100), or a higher amount as provided by Section 1776, for each calendar day,

or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

vi. Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

36 **WORK HOUR PENALTY:** Eight (8) hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars ($25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty upon the payment of compensation to the workers for all hours worked in excess of eight (8) hours per day of not less than 1-1/2 times the basic rate of pay.

37. **APPRENTICES:** The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.

Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.

38. **PROMOTIONAL/ADVERTISEMENT:** County owns all rights to the name, trademarks, logos and symbols of County. The use and/or reproduction of County's name, trademark, logo and/or symbol for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.

39. **PUBLICATION:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.

40. **REPORTS/MEETINGS:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.

41. **SUBCONTRACTING:** No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

    In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

42. **TERMINATION – ORDERLY:** If County terminates this Contract, Contractor may submit to County a termination claim, if applicable, after receipt of the termination notice. Contractor's claim must be submitted promptly, but in no event later than sixty (60) calendar days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. County agrees to pay Contractor for all services satisfactorily performed prior to the effective date of the termination that meet the requirements of the Contract according to the compensation provision(s) contained in this Contract; provided, however, that such compensation combined with previously paid compensation must not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party must promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution and performance of this Contract and transfer all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

43. **USAGE:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon past usage. Contractor agrees to supply services requested, as needed by County, at rates/prices listed in the Contract, regardless of quantity requested.

44. **USAGE REPORTS:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user department. The usage report shall be in a format specified by the user department and shall be submitted ninety (90) calendar days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

45. **WAIVERS - CONTRACT:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

46. **CONTINGENT FEES**: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

    For breach or violation of this warranty, County has the right to immediately terminate this Contract for cause in accordance with Paragraph K, Termination, and, at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

47. **COST/PRICE DATA:** At all times during and following the period of Contract performance, County may require Contractor to furnish such cost and pricing data as County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated under this Contract or by law.

48. **LICENSES AND STANDARDS**: Contractor and Contractor's staff must possess all licenses, permits, and accreditations required by the laws of the United States, the State of California, and all other governmental agencies, and such licenses must be current, and in good standing. It is the responsibility, at the expense of Contractor and Contractor's staff, to procure and maintain all required licenses, permits, and accreditations throughout the term of the Contract.

49. **TRANSPORTATION CHARGES**: Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by any action of the PUC, the County of Orange will, with 30 days notice and submission of proper evidence thereof by the Contractor, make the necessary price adjustment during the term of this Contract.

50. **SUBSTITUTIONS:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

51. **STATE FUNDS:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor's financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit**.**

52. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing**.**

53. **ORDER DATES**: Orders may be placed during the term of the Contract even if delivery may not be made until the term of the Contract. Order dates take precedence over delivery dates. The Contractor must clearly identify the order date on all invoices to County.

54. **PARKING FOR DELIVERY SERVICES**: The County of Orange will not provide free parking for delivery services.

55. **PRECEDENCE**: The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

56. **PROJECT SCHEDULE**: The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outlined herein.

57. **DEFAULT - EQUIPMENT, SOFTWARE OR SERVICE**: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

    In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

    In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

    The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

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58. **DELIVERY LOCATION – NO LOADING DOCK**: Delivery locations may not have loading docks. The Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.

59. **AMERICANS WITH DISABILITIES ACT (ADA)**: Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 22; California Government Code, Sections 11135 et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

GOFORTH & MARTI, DBA GM BUSINESS INTERIORS

* If Contractor is a corporation, signatures of two (2) specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President or 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer or 4) Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

Laurinda P. Easley	President
Print Name	Title
DocuSigned by: Laurinda P. Easley 4A9D2EE52A7C421...	10/18/2022
Signature	Date
Stephen L. Easley	Principal/Chief Operating Officer
Print Name	Title
DocuSigned by: Stephen L. Easley DFCDE73362BB435...	10/18/2022
Signature	Date

****

COUNTY OF ORANGE A political subdivision of the State of California

Lara Seto	DPA
Print Name	Title
DocuSigned by: Lara Seto A1817311A2EA4E5...	10/19/2022
Signature	Date

DocuSign Envelope ID: C85A965C-77E9-470E-9773-855060B0892F

ATTACHMENT A
SCOPE OF WORK

I. Introduction:

County is comprised of 22 Agencies/Departments and over 17,500 employees located throughout Orange County. County's core businesses are public safety, public works, construction management, public health and safety, emergency management, environmental protection, regional planning, public assistance, social services and aviation

County has a need for Free-Standing Modular Furniture and Installation Services. Contractor is to provide Free-Standing Modular Furniture and Installation Services on an as needed basis and usage is not guaranteed.

County is interested in contractors capable of providing local, state and national coverage. It is County's intent to procure the services of the most qualified firm(s). In order to ensure adequate coverage of the requirements of various using Departments throughout the Orange County, multiple contract awards will be made.

This scope of work defines the basic services required as well as some of the specific campaigns for which services will be required.

Individual subordinate contracts will be executed by participating County Departments and non-County public agencies on an as needed basis.

Contractor shall be required to meet in Orange County at County's discretion and shall be required to manage separate contracts, as well as the ability to set-up separate accounts and invoice each County of Orange user-department separately.

II. Definitions:

A. Authorized Dealer: A furniture reseller that is authorized by a Manufacturer to distribute and/or resell their products

B. Base of Design: A specific range of manufacturer's product, design, color, and style that is approved by the County.

C. CAD Drawing: Computer-Aided Design drawing that conveys the architectural design of the materials, processes and dimensions of the space plan. The purpose of a CAD Drawing is to ensure that all compliances are met for a project (e.g. ADA requirements, aisle space, seismic bracing, etc.).

D. Catalog/Manufacturer Retail Price List: Catalog/Retail Price list published by a furniture manufacturer.

E. Consulting/Design Services: Contractor shall conduct site visit to determine functionality and current office aesthetics, workplace productivity, design intent, ergonomics, and environmental concerns; provide layout/floor plan/CAD drawing under established budget communicating any and all cost savings methods; assist with selecting materials and finishes; create specifications and prepare preliminary and final proposal for County approval.

F. Contractor Project Manager: Verify delivery and installation schedule; process and track orders, attend meeting and oversee delivery and installation; complete punch list in a timely manner communicating any delays in writing to ensure on-time completion of furniture project.

G. County Project Manager: County department assigned project lead responsible for coordinating furniture projects.

H. D-34 Classification: Contractor's State License Board (CSLB) requirement for Contractor and/or subcontractors to maintain valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, Article 3. Classification. Contractor is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Contract term.

I. E-Catalog: Contractor shall have available a list of products, including description and/or photo and prices published in an electronic document form on the internet.

J. Floorplan/Layout: A diagram, usually to scale, showing a view from above of the relationship between the physical layout of Systems and Free-Standing Modular Furniture objects with interior walls, hallways, windows and door locations.

K. Inside Delivery: Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secure area, the contractor will make efforts to contact the location to arrange delivery. Contractor is to dispose of all packaging from the project location.

L. Installation: Installation of Systems and Free-Standing Modular Furniture that require a D34 classification license to install products/equipment.

M. Lead Ship Time: Quantity of time between product order and product ship time from manufacturer.

N. Manufacturer's Warranty: Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to the County.

O. New Products: Items that have not previously been incorporated into another project or facility.

P. Pre-Qualified Product Specifications: Where a specific manufacturer's product is named as the "Basis of Design", to establish the significant quantities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.

Q. Products: Items purchased using this RFP for installation on to county facilities. The term "product" includes the terms "material," "equipment," "systems," and terms of similar intent.

R. Reconfiguring: To re-arrange the elements or setting of current furniture configurations to meet the changing needs of the County, which shall include consulting and design services and updated floor plan/layout/CAD drawings.

S. Showroom: Designated location where Contractor displays products for viewing and demonstration purposes.

T. Special Warranty: Written warranty required by or incorporated into this Contract, either to extend the time limit provided by manufacturer's warranty or to provide more rights for the County.

U. Standard Range: Where specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, the County will select color, pattern, or texture from manufacturer's product line that will be determined at a later date and should not include premium items.

V. Free-Standing Modular Furniture and Installation Services: Under this Contract, Free-Standing Modular Furniture and Installation Services is defined as the efficient production, delivery and installation of furniture, related products and subsequent services that meets or exceeds all County, State and Federal requirements.

III. Contractor Requirements:

Contractor must perform all free-standing furniture, modular furniture systems and installation services to meet Cal-OSHA regulations, Department of Industry, Federal, State, and all other applicable laws and regulations, including but not limited to all fire and safety codes.

IV. Contractor's Responsibilities:

At County's request, Contractor shall be responsible in providing the services described below:

A. Quote Process

1. Contractor shall provide quotes on all projects and shall receive written confirmation, in a way of a Subordinate Contract or Purchase Order, prior to starting on any project.

2. Quotes for any project must be provided directly to the requesting County Departments as soon as possible or within one (1) business day from initial call/e-mail/meet.

3. Quotes shall be coordinated and approved directly by each individual Department. All Department shall follow County Procurement Guidelines. No further approval from CPO is required.

4. All quotes submitted to County must include as minimum, but not limited to: (1) Date, (2) Department Name, (3) Requestor's Full Name and Phone Number, (4) Details of the Project (5) Manufacturer's current and published catalog suggested retail list price, applicable percentage discount and the County's price, (6) Total price of Project and (7) Estimated date of delivery and completion of project.

5. All quotes shall be invoiced separately and shall be sent directly to each requesting County Department.

6. County Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

7. County Departments are not required to post quotes on Online Bidding System.

B. **Services**

1. Services include the purchase, delivery, assembly, set-up and installation furniture's, seating, workstations, ancillary furnishings including but not limited to offices, conference rooms, training rooms, storage, break areas, collaboration spaces, etc.

2. Damage/Insurance Claims: Responsibility for filling and handling of any insurance claims with any freight company lies with the Contractor

3. Delivery and Installation: Contractor will be responsible for coordinating all routine and complex deliveries with department County Project Manager.

4. Defective/Damaged Products/Missing Parts: Contractor shall notify County of defective/damaged/missing part products prior to delivery and place such products on re-order. Contractor shall notify County of lead time on re-ordered products.

5. Existing Facility with Showroom: County may request to visit Contractor Showroom for viewing and demonstration of products

C. **Product**

1. Catalog/Manufacturer Retail Price List: Contractor shall provide catalogs and manufacturer's retail price list at no cost to the County, as requested by County. Contractor shall provide updated catalogs that include price lists thirty (30) days in advance of being effective for County's approval. County prefers catalogs to be available in e-catalog format. During the contract period, Contractor shall provide updated catalogs and manufacturer's price list at no cost to County when they become available.

2. Household Furniture: Contractor shall be required to provide quotes for household furniture (i.e., sofas, chairs and ottomans) that are available by manufacturer catalog as needed.

3. Missing Parts: At County's request, Contractor shall provide usable and good quality loaner furniture for County's use until missing parts are received and successfully installed to the satisfaction of the County.

4. Order Size: Contractor may not require a minimum quantity and/or cost per order. Contractor agrees to supply Contract items. As needed by County, at quoted discount regardless of size or order.

5. Quality of Furniture: All products must show first class workmanship in all phases of construction and shall be free from sharp edges, paint sags, etc., must be resistant to wear and ADA Compliant or merchandise will be rejected at contractor's expense.

6. Sample Products: The County may request that chair samples be available to requesting agencies/departments for a period of up to (30) days for evaluation purposes at no cost to the County and be picked up by the Contractor upon completion of the evaluation.

7. Contractor must provide written instructions, demonstration video and/or virtual videoconference to show staff the use of applicable items such as adjustable seating, adjustable keyboard supports, adjustable height tables, monitor arms, etc. Contractor must also provide training to all users for all user-adjustable products at the County's request.

D. **Lead Ship Time**

1. Quick Ship Program: The Contractor shall inform County Departments of available items from the various manufacturers' quick ship program and their lead/ship time.
2. Lead Ship Time: Upon order placement, Contractor shall notify County of ship time for order placed.
3. Manufacturer/Factory Delays: Contractor shall notify County of any manufacturer/factory delays. County reserves the right to cancel orders due to manufacturer/factory delays, if it is in the best interest of the County. The County may elect to cancel order and seek equivalent product from another course. The Contractor shall be held liable for price difference and the County may seek damages.
4. Partial Shipments: Partial shipments will not be accepted by the County unless authorizes by the County Project Manager.

E. **Warehouse/Storage and Inventory Services**

1 Warehousing: Contractor(s) shall have the capacity to provide storage for office furniture ordered by the County when a project delay occurs. The Contractor(s) must provide warehousing at no cost to the County for a minimum of thirty (30) days. If warehousing is still required after 30 days, warehousing charges shall be billed/invoiced according to Attachment C – Fees/Pricing

2 Contractor shall offer warehouse/storage services for safekeeping of County property in a depository or guard space available in a warehouse managed by Contractor.

3 Contractor's warehouse/storage facility shall meet all current codes, including fire and safety codes and must have a 24-hour alarm services and closed-circuit video surveillance.

4 Contractor shall either own or lease a warehouse and shall have access throughout the day. This warehouse facility must be separate from other tenants, secured and have the required fire sprinklers. This facility shall be for the storage of all County property or other goods at the request of County.

5 Contractor shall only provide warehouse/storage services at the request of authorized County Coordinators. Warehouse/storage charges shall be billed at the rates set forth in Attachment C – Fees/Pricing and if needed these shall be adjusted accordingly (Daily, weekly, etc.)

6 Contractor shall bill for warehouse/storage facility based on the fees set forth in Attachment C – Fees/Pricing.

7 Contractor shall have available a warehouse person at Contractor's warehouse/storage facility ready to provide County Coordinator assistance when needing an inventory item report list.

8 Contractor may be required to provide an inventory list of items stored in warehouse at the request of County. A quote of how many hours must be presented and approved by County Coordinator prior to start of project.

9 Contractor shall bill for inventory services at the rates set on Attachment C – Fees/Pricing, under Warehouse person hourly rates. Time shall start upon start of inventory and be rounded to the nearest 1/4 hour. No minimum hour billing shall be allowed for inventory count.

10 County may choose to participate during an inventory count at Contractor's warehouse facility as an observant if requested by authorized County personnel. Contractor shall designate a warehouse person to work and coordinate visit with County Coordinator. Time clock shall start when County Coordinator arrives at facility and ends when leaving facility.

11 Contractor shall provide inventory list within three (3) business days of initial request by County Coordinator. County reserves the right to request for an updated inventory list as needed throughout the term of this Contract.

12 Contractor's inventory list shall include as minimum, but not be limited to: (1.) Department Name, (2.) Name and Phone Number of Requestor asking for Inventory, (3.) Date of Storage, (4.) Type of Storage (Vault, Pallet, Open Storage), (5.) Name and phone number of person asking for Inventory, (6.) Quantities for each item description, (7.) Each item description in detail, including colors, sizes (measurements) and item materials, (8.) Listing of any other small office items (connectors, fans, etc.), (9.) Total number of calendar days in storage and (10.) Storage address/location. County reserves the right to request additional information at to meet Department needs, at County Coordinator's request.

13 Contractor shall be responsible to retrieve inventory from storage at the request of County Coordinator. When inventory is requested by County Coordinator, Contractor shall pull items no later than three (3) business days from initial request, unless other arrangements are made with County Coordinator.

F. **Warranty**

Contractor must provide warranty information when providing quotes for any and all products.

G. **Warranty-Chairs**

All seating purchased against this Contract will bear a permanent, non-removable label attached under the seat indicating the manufacturer, model number of the chair, date of manufacturer completion date, date of order and warranty at time of seating.

County reserves the right to revise, remove or add additional requirements/responsibilities.

H. **Installation/Assemble**

1. Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering departments.
2. Any damage to County property incurred by Contractor will be repaired at the Contractors' expense and any repairs will not be accepted unless approved by County.
3. If installation is required during evening and weekend hours, at times normally considered "overtime" as provided under state law, Contractor shall provide a hourly charge and the total estimated time of completion before work is too be done.
4. Product ordered must be uncrated, assembled (as applicable) and ready for delivery.
5. Contractor shall pre-inspect furniture for quality, damages and/or completeness or order prior to scheduling delivery.
6. Contractor is responsible for the disposal of all packaging materials from products ordered by the County off and on County site.
7. Uncrating at location of delivery will not allowed unless authorized by County Project Manager in writing.
8. Furniture shall be delivered blanket wrapped, unwrapped, assembled, set in place, wiped clean of all fingerprints and function demonstrated to County Project Manager and/or designee(s).
9. Contractor shall notify County of any missing parts or manufacturer defects. County will not accept any defective products or products with missing parts.
10. Contractor will be completely responsible for all damages that may occur during delivery and installation. Factory direct shipping/delivery will not be accepted by County. Contractor shall endure delivery site is left in a clean and orderly manner after installation is complete.
11. The County will not take title until installation is complete and to the satisfaction of the County.

I. **Adjustment, Cleaning & Protection**

Contractor must ensure

1. Installation in progress and adjoining materials in place must be cleaned and protected during handling and installation.
2. Contractor is responsible for ensuring the removal of any soiled spots caused by installation of furnishings.
3. All trash and debris must be removed and disposed each day of installation in an appropriate manner.
4. Upon completion, Contractor shall thoroughly clean up areas as mutually agreed with County Project Manager.

J. **Reconfiguration/Re-upholstery of Existing County Furniture**

At a minimum, Contractor shall provide reconfiguration services for existing office furniture, which may include de-installing or reinstalling of furniture located on the same floor, between floors, or in different County buildings, but not be limited to:

1. Contractor shall conduct field study for site measurements. Identify conditions of site for obstructions of columns, switches, HVAC vents, etc., validate site condition with design and provide a drawing to County as specified per requirements and provide County with direct access to designer(s).
2. Contractor shall review drawing for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge, two-way, three-way, or four-way connection.
3. Coordinate with County representative for electrical, phone and data installation, and other trades as necessary.
4. Contractor shall coordinate delivery of product to the job sites and schedule with the County representative time of installation.
5. When working on reconfiguration projects, Contractor shall have the ability to match (manufacturer, style, etc.) and purchase additional product(s) to complete the reconfiguration project faultlessly.
6. Contractor shall offer re-upholstery services to the County. If and when requested by the County, Contractor shall inspect condition of items(s) and prepare a written quote for re-upholstery to include all labor, materials, and any other fees necessary to re-upholster the items requested

K. **Ergonomic Products**

Contractors shall offer manufacturers that provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The manufacturer shall have substantial research and resources to support ergonomics product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

L. **Rebates**

1. Contractor shall provide rebates to County based on Attachment C, VIII Rebates. A percentage volume rebate based on County's Net Sales during each annual period, to be paid as a separate transaction.
2. Contractor agrees to extend rebate offers on sales completed through a third-party project, where the deliverables and services are for the County of Orange.
3. Contractor shall issue a check at the end of each year, within sixty (60) calendar days after the end of each Annual period for the term of the Contract, unless other arrangements are made between Contractor and County RCA Administrator. The check shall be payable to "**County of Orange**"

and sent to: County of Orange, County Procurement Office 400 W. Civic Center Drive, 5th Floor, Santa Ana, CA 92701.

4. Contractor shall provide an annual detailed report listing each County Department's name, delivery orders and listing corresponding expenditures and any other additional information as required with the rebate check throughout the term of this Contract.

M. **Design Services**

1. For all County furniture orders, the design labor dollars required to program and development new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well-managed and efficient jobsite installation will be priced separately the cost of the furniture.
2. Contractor shall provide precise electrical needs and exact number of electrical circuits required for proper operations of electrical equipment to be used within the furniture.
3. Contractor shall provide County with direct access to designer(s).
4. Contractor shall provide specific list of furniture components (including name, model, quantity and dimension) in each design(s); e.g. list of panel tiles, connectors, caps, etc. per particular workstation designs.

N. **Space Planning Services**

1. In the event that a qualified office furniture Contractor may offer additional design services, an hourly design rate shall be offered and negotiated with the Contractor, by the County.
2. Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wall-covering, reflective ceiling plans, reconfiguration planning, move management and technology planning.
3. The qualified Contractor shall have employees that are certified interior designers with National Council for Interior Design Qualification (NCIDQ) or Certified Interior Designer Requirements (CCIDC) certifications with licenses and/or 4-year architectural degrees.

O. **Special Project Management**

1. Contractors shall provide project management for future Special Furniture Projects, in coordination with Contractor's Architects identified by the County for a Building Retrofit, of which furnishings is a subset. County desires a partnership, allowing for flexibility and responsiveness during periods involving construction efforts.
2. Contractors shall be responsible for inventorying, refurbishing, designing, space-planning, moving, storing, matching, ordering, validating designs do not obstruct any items listed in Sections E and J. 1, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the specific project.
3. Contractor shall provide a dedicated project team for the duration of this project.

P. **Delivery Instructions**

1. There are numerous locations throughout the County that require delivery inside and outside the various County Departments. Contractor will be required to make deliveries throughout the County of Orange as required by department. Each County Department is responsible to notify Contractor of delivery locations at time of ordering.
2. Contractor shall be responsible for any parking fees. County will not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes will not be issued.
3. All deliveries must be made and coordinated directly with the requesting County Department to meet the Department's needs and hours of operation as each Department may have different service needs due to facility organization and/or hours of operation.

Q. **Contractor Support Team**

1. Contractor shall provide a support team capable of handling all ordering and related customer service. Contractor guarantees that the County Procurement Office will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County Procurement Office.

2. Contractor shall maintain at contractor's expense, a telephone answering system, which, at a minimum provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST) and an email address to place all requests/orders, as well as a contact name and number for after-hours/24-hour access number for emergency orders. Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 32-Notices.

V. <u>Products/Systems/Modular Furniture Requirements:</u>

A. Selection:

Selected Contractor(s) will provide systems/modular furniture that includes, but it's not limited to:

1. Product by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.
2. Compliance with specific building and fire code restrictions.
3. Meet all ADA (American Disability Act)/Section 504 requirements of design for all County buildings installations.
4. Multiple options available including materials, finishes, designs, sizes, functions, etc.
5. Provide ergonomically designed systems.
6. High quality steel lateral files, shelving and storage in various widths and heights.
7. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.
8. Standard and Quick Ship Lead Times

B. Products Minimum Requirements:

All Contractor's shall clearly demonstrate how the proposal products line meets or exceeds the following requirements in their proposal.

1. **Systems/Modular Furniture**

   i. The complete catalog of all systems/modular furniture, lines, and accessories available from the Contractor, to include all types of panel based modular componentry which can be customized to accommodate multiple workspace designs and applications. Systems should ideally include data, voice, and electrical cabling management systems within the system in a racetrack either at the top of the panel or along the bottom of the panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL (Underwriters' Laboratories) listed and CSA (Canadian Standards Association) certified.

   ii. This description covers office systems/modular furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems/modular furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.

   iii. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances,

and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.

iv. The Contractor shall certify that the items offered, or functionally similar items that will interface with the system offered under the Contract, shall remain available for a period of ten (10) years from date of award.

v. Contractor shall warrant their product against defects in materials and workmanship for a period of two (2) years from date of shipment.

vi. Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tackable, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid-grade or better.

vii. All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.

viii. Acoustical panels shall have a Noise Reduction Co-efficient (NRC) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40. 9. Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.

ix. Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are an integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.

- The electrical power distribution system shall be an integral component of the systems/modular furniture.
- All electrical system components shall be CSA approved.
- Power shall be supplied from the building wiring system to the systems/modular furniture through base or ceiling feeds.
- In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg (American Wire Gauge) 24 cables without interference from raceway electrical system.

x. The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.

xi. The system shall provide for suspending components at varying heights on both sides of the panel. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum 3/4" adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 1 inch.

xii. The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.

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xiii. Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self-edge. When self-edging is used, the corners shall be eased.

xiv. The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable but shall be compatible with panel widths. The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.

xv. Drawer types shall include pencil or personal drawers, box drawers, and file drawers.

xvi. Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.

xvii. The furniture system shall include shelves and cabinets ranging from 2'-0" to 6'-0" widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.

xviii. Panel supported lateral files and file bins may be offered. Free standing lateral files specifically designed to be used beneath a work surface may be included. Panel supported lateral files and file bins may be offered. Free standing lateral files specifically designed to be used beneath a work surface may be included.

xix. The furniture systems/modular shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task lights which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.

xx. The Contractor shall provide, as an integral part of the systems/modular furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.

xxi. All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that the County expects to procure. Specific orders shall be placed with the Contractor for those items from his contract that will meet the actual needs of the project.

xxii. Only those components available under the Contractor's current systems/modular furniture product line shall be offered.

xxiii. The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.

xxiv. Include complete catalogs of all case goods, furniture lines, and accessories available from the Contractor to include all types of case goods; such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets. The complete catalog of all filing systems/modular, freestanding filing cabinets, equipment and

accessories available from the Contractor; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.

xxv. All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).

xxvi. All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

2. **Seating**

i. The County requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty and (10) year minimum on all moving/stationary hard surfaces. The complete catalog of chairs and other seating available from the Contractor; to include desk and task chairs, group/conference room chairs, executive chairs. This category shall also include lounge seating, reception seating, side seating, and stacking seating. Labor is included with repairs.

- All Chairs must meet a minimum weight acceptance of 250 lb. minimum and have at least five (5) spoke base.
- All Task/Office Chair backs are to be Ratchet (no post) height adjustment, offer optional adjustment for angle and extra lumbar support.
- All Task/Office Chair seat pan with depth and tilt adjustment.
- All Task/Office Chair arms will have height adjustment, offer optional adjustments for adjusting away from seat pan, adjustment for forward/backward, swivel and quick disconnect from chairs.

ii. All desk/task chairs must meet or exceed OSHA program standards. Meet or exceed ANSI (American National Standards Institute) General and Office Ergonomics Standards. Meet or exceed BIFMA (Business Institutional Furniture Manufactures Association) G1-2013 Ergonomics Standards.

iii. Loaner chairs must be offered for a minimum of thirty (30) days. The chair will be brought to that particular site for the employee to sample and picked up by the Contractor upon completion of the evaluation.

VI. <u>County Responsibilities:</u>

A. County Departments shall be responsible for creating their own subordinate contracts against this RCA.

B. Each County Department shall appoint a County Project Manager for each project and/or service order.

C. County Departments shall be responsible for creating and amending their subordinate Contracts and add or delete facility locations or change hours of operation at a given location at any time during the term of the Contract.

D. Regarding delivery, each Subordinate Contract against this RCA will establish their location delivery and billing addresses directly with the Contractor.

E. County shall assist the Contractor in obtaining data, including system access, as needed to assist Contractor.

F. The County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.

G. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.

H. County shall answer questions related to various County procedures as needed.

I. County reserves the right to revise, remove or add requirements as needed.

VII. Security Requirements:

The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services in these facilities will be required to strict operational policies and may be required to pass a background check for security clearance prior to their employment on a project. Each Department covered under this Contract has separate security requirements in which clearance for each Department must be met. Clearance lists are not shared between Departments. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Contractors and their employees shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

A. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.

B. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.

C. Security Clearance forms shall be submitted at least thirty (30) days prior to the start of work or prior to the use of any person subsequent to the start of work.

D. Said Security Clearance forms shall be thoroughly and accurately complete whether submitted electronically (Sheriff) or on paper (Probation). Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

E. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.

F. The County, John Wayne Airport, the Probation Department and the Sheriff's Department do not provide a reason clearance is denied as that is confidential.

G. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (e.g., JWA, Probation) the Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

1. Do not give names or addresses to internees.
2. Do not receive any names or addresses from internees.
3. Do not disclose the identity of any internee to anyone outside the facility.
4. Do not give any materials to internees.
5. Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in criminal prosecution.*

H. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

I. All vehicles parked on-site shall be locked and thoroughly secured at all times.

J. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All or misplaced equipment or materials shall be reported immediately to the (a.) security staff or Control in secured detention facilities or (b.) the escort or Control in Sheriff's facilities.

K. Personnel shall not smoke or use profanity or other inappropriate language while on-site.

L. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

M. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e. transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

N. Contractor's employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B
PRICING AND COMPENSATION

I. **COMPENSATION:** This is a fixed fee Contract between County and Contractor for Free-Standing Modular Furniture and Installation Services as provided in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. County has no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles "C" – Amendments and "P" – Changes of County's General Terms and Conditions.

II. **PRICING: PAYMENT TERMS:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County. Invoices will be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

III. **INVOICE INSTRUCTIONS:** Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor must leave an invoice with each delivery. Each invoice must have a number and must include the following information:

a. Contractor's name and address
b. Contractor's remittance address, if different from (a), above
c. Name of County department
d. Contract number must be referenced on all invoices
e. Service date(s) – Month of Service
f. Service description, including the classification time is being billed as applicable
g. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
h. Total

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Please send invoices according to the instructions by each Department.

IV. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.

V. **PRICE INCREASE/DECREASES:** No price increases will be permitted during the first year of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to request such adjustment. Any price increases require prior written approval by the County. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating

price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed

VI. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VII. **ELECTRONIC FUNDS TRANSFER:** The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An email address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the DPA.

ATTACHMENT C
ITEM LIST/FEES

I. FURNITURE

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ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	AO1/AO2-Panels/Components	Herman Miller	6-8 Weeks	67.73%	67.73%
2.	Burdick Group	Herman Miller	6-8 Weeks	37.33%	37.33%
3.	Canvas Channel/Dock	Herman Miller	6-8 Weeks	68.27%	68.27%
4.	Canvas Group	Herman Miller	6-8 Weeks	68.27%	68.27%
5.	Canvas Metal Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
6.	Canvas Wood Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
7.	Canvas Office Landscape Metal Desk	Herman Miller	6-8 Weeks	68.27%	68.27%
8.	Canvas Private Office	Herman Miller	6-8 Weeks	68.27%	68.27%
9.	Canvas Wall	Herman Miller	6-8 Weeks	68.27%	68.27%
10.	Canvas Vista	Herman Miller	6-8 Weeks	68.27%	68.27%
11.	Co/Struc	Herman Miller	6-8 Weeks	41.03%	41.03%
12.	Energy Distribution	Herman Miller	6-8 Weeks	66.73%	66.73%
13.	Ergo Comp Furniture	Herman Miller	6-8 Weeks	36.72%	36.72%
14.	Ethospace	Herman Miller	6-8 Weeks	67.73%	67.73%
15.	Generic	Herman Miller	6-8 Weeks	65.78%	65.78%
16.	Healthcare Action Lab	Herman Miller	6-8 Weeks	41.03%	41.03%
17.	Layout Studio	Herman Miller	6-8 Weeks	40.59%	40.59%
18.	Textiles	Herman Miller	6-8 Weeks	66.33%	66.33%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
19.	Autostrada	Knoll	6-8 Weeks	67.67%	67.67%
20.	Antenna	Knoll	6-8 Weeks	67.67%	67.67%
21.	COT	Knoll	6-8 Weeks	67.67%	67.67%
22.	Currents	Knoll	6-8 Weeks	67.67%	67.67%
23.	Dividends	Knoll	6-8 Weeks	67.67%	67.67%
24.	Reff	Knoll	6-8 Weeks	67.67%	67.67%
25.	KBench	Knoll	6-8 Weeks	67.67%	67.67%

II. FREE-STANDING/MODULAR/CASE GOODS FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Accessories	Herman Miller	6-8 Weeks	69.23%	69.23%
2.	AGL Tables	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Commend	Herman Miller	6-8 Weeks	56.98%	56.98%
4.	Compass	Herman Miller	6-8 Weeks	41.65%	41.65%
5.	Eames Tables	Herman Miller	6-8 Weeks	63.10%	63.10%
6.	Eames Stone & Outdoor Tables	Herman Miller	6-8 Weeks	47.45%	47.45%
7.	Everywhere	Herman Miller	6-8 Weeks	62.48%	62.48%
8.	Headway Tables	Herman Miller	6-8 Weeks	62.21%	62.21%
9.	Healthcare Carts	Herman Miller	6-8 Weeks	5.84%	5.84%
10.	Healthcare Casework	Herman Miller	6-8 Weeks	35.29%	35.29%
11.	Innovative Products	Herman Miller	6-8 Weeks	36.72%	36.72%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
12.	International Collection	Herman Miller	6-8 Weeks	44.69%	44.69%
13.	Intersect Portfolio	Herman Miller	6-8 Weeks	43.69%	43.69%
14.	Lighting	Herman Miller	6-8 Weeks	67.23%	67.23%
15.	Modern Classics	Herman Miller	6-8 Weeks	39.79%	39.79%
16.	Mora	Herman Miller	6-8 Weeks	46.15%	46.15%
17.	Motia	Herman Miller	6-8 Weeks	60.33%	60.33%
18.	Nelson Basic Cabinet Series	Herman Miller	6-8 Weeks	35.10%	35.10%
19.	Nelson Lighting	Herman Miller	6-8 Weeks	37.10%	37.10%
20.	Nelson Tables	Herman Miller	6-8 Weeks	37.10%	37.10%
21.	Nevi Link Height Adj Bench Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
22.	Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
23.	OE1 Boundary	Herman Miller	6-8 Weeks	56.27%	56.27%
24.	OE1 Micro Packs	Herman Miller	6-8 Weeks	58.42%	58.42%
25.	OE1 Storage	Herman Miller	6-8 Weeks	56.27%	56.27%
26.	OE1 Tables & Benching	Herman Miller	6-8 Weeks	58.42%	58.42%
27.	Overlay	Herman Miller	6-8 Weeks	42.45%	42.45%
28.	Plex	Herman Miller	6-8 Weeks	35.80%	35.80%
29.	Prospect	Herman Miller	6-8 Weeks	46.45%	46.45%
30.	Public	Herman Miller	6-8 Weeks	44.69%	44.69%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
31.	Q Tables	Herman Miller	6-8 Weeks	55.96%	55.96%
32.	Renew Link	Herman Miller	6-8 Weeks	62.30%	62.30%
33.	Renew Tables	Herman Miller	6-8 Weeks	62.30%	62.30%
34.	Islands	Knoll	6-8 Weeks	49.23%	49.23%
35.	K Base	Knoll	6-8 Weeks	67.17%	67.17%
36.	K Screen	Knoll	6-8 Weeks	68.52%	68.52%
37.	K Stand	Knoll	6-8 Weeks	66.52%	66.52%
38.	Knoll Extra	Knoll	6-8 Weeks	53.76%	53.76%
39.	Knoll Studio	Knoll	6-8 Weeks	46.69%	46.69%
40.	Muuto	Knoll	6-8 Weeks	18.71%	18.71%
41.	Pixel Tables	Knoll	6-8 Weeks	49.49%	49.49%
42.	Propeller	Knoll	6-8 Weeks	48.34%	48.34%
43.	Rockwell Unscripted	Knoll	6-8 Weeks	46.73%	46.73%
44.	Template	Knoll	6-8 Weeks	67.52%	67.52%
45.	Tone	Knoll	6-8 Weeks	68.52%	68.52%
46.	All	Bernhardt	12-14 Weeks	34.19%	34.19%
47.	All	BRC	12-14 Weeks	57.96%	57.96%
48.	All	Coalesse	12-14 Weeks	37.72%	37.72%
49.	All	Creative Wood	12-14 Weeks	35.84%	35.84%
50.	All	Deskmakers	8-10 Weeks	52.44%	52.44%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
51.	All	Enwork	8-10 Weeks	56.74%	56.74%
52.	All	ERG	8-10 Weeks	40.12%	40.12%
53.	All	Falcon Products	8-10 Weeks	38.59%	38.59%
54.	All	Forms & Surfaces	12-14 Weeks	Quote	Quote
55.	All	Fulbright	8-10 Weeks	43.55%	43.55%
56.	Casegoods, Tables, Seating	Geiger	12-14 Weeks	39.58%	39.58%
57.	Axon, Domino	Geiger	12-14 Weeks	32.22%	32.22%
58.	All	Global Furniture	8-10 Weeks	40.79%	40.79%
59.	All	Halcon	12-14 Weeks	29.49%	29.49%
60.	Casegoods & Tables	Haskell	12-14 Weeks	33.79%	33.79%
61.	Lateral-Verticals	HBF	12-14 Weeks	33.79%	33.79%
62.	Systems/Peds	Hon	6-8 Weeks	47.36%	47.36%
63.	All	Hon	6-8 Weeks	47.36%	47.36%
64.	All	Hon	6-8 Weeks	47.36%	47.36%
65.	All	In2Design	8-10 Weeks	39.92%	39.92%
66.	All	Janus et Cie	12-14 Weeks	40.79%	40.79%
67.	All	Kannoa	12-14 Weeks	Quote	Quote
68.	All	Krug	8-10 Weeks	43.55%	43.55%
69.	All	Landscape Forms	12-14 Weeks	Quote	Quote
70.	All	Malik	12-14 Weeks	34.79%	34.79%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
71.	All	Maverick	6-8 Weeks	48.53%	48.53%
72.	All	National	8-10 Weeks	52.36%	52.36%
73.	All	Naughtone	8-10 Weeks	40.10%	40.10%
74.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
75.	All	Neocase	12-14 Weeks	32.79%	32.79%
76.	All	Nevers	12-14 Weeks	42.10%	42.10%
77.	All	Nevins	12-14 Weeks	42.35%	42.35%
78.	All	Nienkamper	12-14 Weeks	40.79%	40.79%
79.	All	Nucraft	12-14 Weeks	43.55%	43.55%
80.	All	OFS	8-10 Weeks	50.62%	50.62%
81.	All	Prismatique	12-14 Weeks	33.79%	33.79%
82.	All	Sauder	12-14 Weeks	33.79%	33.79%
83.	All	Smart Desks	12-14 Weeks	33.79%	33.79%
84.	All	SmartSpace	12-14 Weeks	40.79%	40.79%
85.	All	Surface Works	12-14 Weeks	41.08%	41.08%
86.	All	Three H	12-14 Weeks	49.56%	49.56%
87.	All	Tropitone	12-14 Weeks	Quote	Quote
88.	All	Versteel	8-10 Weeks	39.69%	39.69%
89.	All	Virco	8-10 Weeks	49.81%	49.81%
90.	All	Vitra	8-10 Weeks	33.72%	33.72%

ITEM NO.	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
91.	All	Watson	12-14 Weeks	44.74%	44.74%
92.	All	WCI Outdoor	12-14 Weeks	40.79%	40.79%
93.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%
94.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%

III. FILING/FILING SYSTEMS FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	C-Style Overhead	Herman Miller	6-8 Weeks	64.28%	64.28%
2.	Keys/Locks	Herman Miller	6-8 Weeks	68.23%	68.23%
3.	Meridian Towers	Herman Miller	6-8 Weeks	48.60%	48.60%
4.	Meridian Laterals	Herman Miller	6-8 Weeks	52.47%	52.47%
5.	Meridian Pedestals	Herman Miller	6-8 Weeks	48.60%	48.60%
6.	Meridian Storage Cases/Bookcases	Herman Miller	6-8 Weeks	48.60%	48.60%
7.	Meridian Unity Lateral File	Herman Miller	6-8 Weeks	48.60%	48.60%
8.	Quadrant Storage Towers	Herman Miller	6-8 Weeks	55.96%	55.96%
9.	Tu Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
10.	Tu Pedestals	Herman Miller	6-8 Weeks	60.89%	60.89%
11.	Tu Storage	Herman Miller	6-8 Weeks	60.89%	60.89%
12.	Tu Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
13.	Tu Wood Cases	Herman Miller	6-8 Weeks	60.89%	60.89%
14.	Tu Wood Credenzas	Herman Miller	6-8 Weeks	60.89%	60.89%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
15.	Tu Wood Cubbies	Herman Miller	6-8 Weeks	60.89%	60.89%
16.	Tu Wood Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
17.	Tu Wood Peds	Herman Miller	6-8 Weeks	60.89%	60.89%
18.	Tu Wood Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
19.	Anchor	Knoll	6-8 Weeks	68.02%	68.02%
20.	Calibre	Knoll	6-8 Weeks	57.60%	57.60%
21.	Quoin	Knoll	6-8 Weeks	68.02%	68.02%
22.	All	Aurora	8-10 Weeks	27.65%	27.65%
23.	All	Fire-King	8-10 Weeks	40.79%	40.79%
24.	All	Korden	8-10 Weeks	43.55%	43.55%
25.	All	Lyon Workspace	8-10 Weeks	9.25%	9.25%
26.	All	Magnuson Group	12-14 Weeks	26.65%	26.65%
27.	All	Marathon	12-14 Weeks	Quote	Quote
28.	All	McMurray Stern	12-14 Weeks	Quote	Quote
29.	All	Memo	12-14 Weeks	37.60%	37.60%
30.	All	MergeWork s	12-14 Weeks	40.79%	40.79%
31.	All	RichardsWil scox-	12-14 Weeks	38.92%	38.92%
32.	All	Spacesaver	12-14 Weeks	Quote	Quote
33.	All	SpaceStor	12-14 Weeks	40.79%	40.79%
34.	All	Western Pacific	12-14 Weeks	40.79%	40.79%

IV. SEATING FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Aeron Chairs	Herman Miller	6-8 Weeks	50.26%	50.26%
2.	American Leather	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Aside	Herman Miller	6-8 Weeks	47.65%	47.65%
4.	Caper	Herman Miller	6-8 Weeks	47.87%	47.87%
5.	ColourFrom Sofa Group	Herman Miller	8-10 Weeks	35.10%	35.10%
6.	Cosm	Herman Miller	6-8 Weeks	48.65%	48.65%
7.	Eames Molded Plastic & Wire	Herman Miller	8-10 Weeks	40.29%	40.29%
8.	Eames Aluminum	Herman Miller	8-10 Weeks	37.60%	37.60%
9.	Eames Lounge & Classical	Herman Miller	8-10 Weeks	37.33%	37.33%
10.	Eames Tandem	Herman Miller	8-10 Weeks	37.30%	37.30%
11.	Embody	Herman Miller	6-8 Weeks	46.81%	46.81%
12.	Goetz Sofa	Herman Miller	8-10 Weeks	34.80%	34.80%
13.	Hay	Herman Miller	8-10 Weeks	43.24%	43.24%
14.	Keyn	Herman Miller	6-8 Weeks	42.63%	42.63%
15.	Limerick	Herman Miller	6-8 Weeks	44.92%	44.92%
16.	Lino	Herman Miller	6-8 Weeks	47.42%	47.42%
17.	Magis	Herman Miller	6-8 Weeks	37.72%	37.72%
18.	Mirra 2	Herman Miller	6-8 Weeks	50.02%	50.02%
19.	Naughtone	Herman Miller	8-10 Weeks	40.10%	40.10%
20.	Portrait	Herman Miller	6-8 Weeks	33.62%	33.62%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
21.	Pronta	Herman Miller	6-8 Weeks	45.92%	45.92%
22.	Sayl	Herman Miller	6-8 Weeks	48.65%	48.65%
23.	Setu	Herman Miller	6-8 Weeks	46.81%	46.81%
24.	Stools	Herman Miller	6-8 Weeks	35.80%	35.80%
25.	Striad	Herman Miller	8-10 Weeks	37.60%	37.60%
26.	Swoop	Herman Miller	8-10 Weeks	40.44%	40.44%
27.	Valor	Herman Miller	6-8 Weeks	43.10%	43.10%
28.	Verus	Herman Miller	6-8 Weeks	48.65%	48.65%
29.	Whisk	Herman Miller	6-8 Weeks	43.10%	43.10%
30.	Chadwick	Knoll	6-8 Weeks	56.41%	56.41%
31.	Generation	Knoll	6-8 Weeks	56.41%	56.41%
32.	Life	Knoll	6-8 Weeks	56.41%	56.41%
33.	ReGeneration	Knoll	6-8 Weeks	56.41%	56.41%
34.	Remix	Knoll	6-8 Weeks	56.41%	56.41%
35.	Toboggan	Knoll	6-8 Weeks	56.41%	56.41%
36.	K. Lounge	Knoll	8-10 Weeks	50.23%	50.23%
37.	K.Task	Knoll	6-8 Weeks	50.49%	50.49%
38.	Ollo	Knoll	6-8 Weeks	51.58%	51.58%
39.	MultiGen	Knoll	6-8 Weeks	53.58%	53.58%
40.	Moment	Knoll	6-8 Weeks	51.49%	51.49%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
41.	All	9 to 5 Seating	6-8 Weeks	51.46%	51.46%
42.	All	Aceray	12-14 Weeks	33.79%	33.79%
43.	All	Allermuir	8-10 Weeks	37.55%	37.55%
44.	All	Allseating	6-8 Weeks	48.99%	48.99%
45.	All	American Seating	8-10 Weeks	39.79%	39.79%
46.	All	Arcadia	8-10 Weeks	47.71%	47.71%
47.	All	Arconas	12-14 Weeks	40.98%	40.98%
48.	All	Borgo	12-14 Weeks	33.79%	33.79%
49.	All	Cab Deco	12-14 Weeks	26.65%	26.65%
50.	All	Cabot Wrenn	12-14 Weeks	33.79%	33.79%
51.	All	Campbell Contract	12-14 Weeks	33.79%	33.79%
52.	All	Cape Contract	12-14 Weeks	33.79%	33.79%
53.	All	Carolina	8-10 Weeks	49.91%	49.91%
54.	All	Cramer	12-14 Weeks	40.79%	40.79%
55.	All	Cumberland	12-14 Weeks	33.79%	33.79%
56.	All	Dauphin	12-14 Weeks	37.94%	37.94%
57.	All	Davis	12-14 Weeks	34.79%	34.79%
58.	All	Dedon	12-14 Weeks	Quote	Quote
59.	All	ECD	12-14 Weeks	54.06%	54.06%
60.	All	Encore	8-10 Weeks	53.22%	53.22%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
61.	All	Faustino's	6-8 Weeks	46.92%	46.92%
62.	All	H Contract	12-14 Weeks	33.79%	33.79%
63.	All	Hightower	12-14 Weeks	27.65%	27.65%
64.	Seating	Hon	6-8 Weeks	47.36%	47.36%
65.	Seating	Humanscale	6-8 Weeks	51.72%	51.72%
66.	Side Seating	Humanscale	6-8 Weeks	43.72%	43.72%
67.	All	JSI	8-10 Weeks	39.92%	39.92%
68.	All	Kusch Co	8-10 Weeks	33.79%	33.79%
69.	All	La Z Boy	8-10 Weeks	36.94%	36.94%
70.	All	Leland	12-14 Weeks	33.79%	33.79%
71.	All	Lesro	8-10 Weeks	41.92%	41.92%
72.	All	Martin Brattrud	12-14 Weeks	36.39%	36.39%
73.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
74.	All	Norix	12-14 Weeks	32.79%	32.79%
75.	All	OCI-Sitwell	8-10 Weeks	47.39%	47.39%
76.	All	Office Master	8-10 Weeks	38.79%	38.79%
78.	All	RFM Seating	8-10 Weeks	49.37%	49.37%
79.	All	Sandler	8-10 Weeks	35.29%	35.29%
80.	All	Segis	8-10 Weeks	35.29%	35.29%
81.	All	Sit On It	6-8 Weeks	51.12%	51.12%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
82.	All	Sitmatic	6-8 Weeks	47.92%	47.92%
83.	All	Source International	8-10 Weeks	40.10%	40.10%
84.	All	Spec Furniture	8-10 Weeks	36.79%	36.79%
85.	All	Stylex	8-10 Weeks	35.29%	35.29%
86.	All	Tenjam	12-14 Weeks	40.79%	40.79%
87.	All	Tuohy	12-14 Weeks	35.21%	35.21%
88.	All	Via	6-8 Weeks	49.39%	49.39%
89.	All	Westin-Nielsen	12-14 Weeks	33.79%	33.79%
90.	All	Wieland	12-14 Weeks	38.79%	38.79%
91.	All	Zoom	12-14 Weeks	45.45%	45.45%

V. LIBRARY/LOBBY AND OTHER FURNITURE

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Exclave Performance Gear	Herman Miller	6-8 Weeks	44.50%	44.50%
2.	Formwork	Herman Miller	6-8 Weeks	43.69%	43.69%
3.	Intent	Herman Miller	6-8 Weeks	44.92%	44.92%
4.	Objects	Herman Miller	6-8 Weeks	35.10%	35.10%
5.	All	Agati	8-10 Weeks	27.65%	27.65%
6.	All	APCO Signage	8-10 Weeks	Quote	Quote
7.	All	Appenx	6-8 Weeks	44.52%	44.52%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
8.	All	Art Design Resources	6-8 Weeks	Quote	Quote
9.	All	BuzziSpace	8-10 Weeks	29.65%	29.65%
10.	All	Claridge	8-10 Weeks	30.92%	30.92%
11.	All	Clarus	8-10 Weeks	24.79%	24.79%
12.	All	Connectrac	6-8 Weeks	13.10%	13.10%
13.	All	Egan Visual	6-8 Weeks	27.79%	27.79%
14.	All	Environamics	8-10 Weeks	Quote	Quote
15.	All	Framery	8-10 Weeks	Quote	Quote
16.	All	Frasch Acoustical	8-10 Weeks	49.16%	49.16%
17.	All	Games for Fun	8-10 Weeks	Quote	Quote
18.	All	Ghent	6-8 Weeks	40.79%	40.79%
19.	All	GMBI DIV13DIRTT	6-8 Weeks	Quote	Quote
20.	All	Great American Art	8-10 Weeks	Quote	Quote
21.	All	Gressco	12-14 Weeks	Quote	Quote
22.	Task Lights	Humanscale	6-8 Weeks	55.14%	55.14%
23.	All	Keilhauer	12-14 Weeks	40.79%	40.79%
24.	All	Kimball	8-10 Weeks	44.96%	44.96%
25.	All	Koncept Lighting	6-8 Weeks	40.79%	40.79%
26.	All	Krueger Intl KI	6-8 Weeks	38.04%	38.04%
27.	All	Lawrence Metal	6-8 Weeks	15.38%	15.38%
28.	All	Lencore	6-8 Weeks	Quote	Quote

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
29.	All	LightCorp	6-8 Weeks	45.32%	45.32%
30.	All	Loftwall	6-8 Weeks	36.51%	36.51%
31.	All	Nook	6-8 Weeks	Quote	Quote
32.	All	Oscar Industries	6-8 Weeks	Quote	Quote
33.	All	Peter Pepper	6-8 Weeks	35.79%	35.79%
34.	All	Safco	6-8 Weeks	39.72%	39.72%
35.	All	Starin	6-8 Weeks	Quote	Quote
36.	All	Take Form	6-8 Weeks	9.11%	9.11%
37.	All	Tate Access Floors	6-8 Weeks	Quote	Quote
38.	All	Tuuci	8-10 Weeks	33.79%	33.79%

VI. ERGONOMIC FURNITURE

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ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Thrive Global	Herman Miller	6-8 Weeks	53.28%	53.28%
2.	Thrive Portfolio	Herman Miller	6-8 Weeks	50.83%	50.83%
3.	Thrive Portfolio CBS	Herman Miller	6-8 Weeks	50.83%	50.83%
4.	All	GMBI Elevate	3-4 Weeks	64.25%	64.25%
5.	All	ESI	6-8 Weeks	51.83%	51.83%
6.	Cable Management	Humanscale	6-8 Weeks	54.59%	54.59%
7.	CPU Holders	Humanscale	6-8 Weeks	62.32%	62.32%
8.	Ergo Accessories	Humanscale	6-8 Weeks	56.25%	56.25%
9.	HA Counterbalance	Humanscale	6-8 Weeks	47.41%	47.41%

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
10.	HA Electric	Humanscale	6-8 Weeks	56.93%	56.93%
11.	HA Worktable Electric	Humanscale	6-8 Weeks	54.04%	54.04%
12.	Keyboard Tray Systems	Humanscale	6-8 Weeks	60.66%	60.66%
13.	Monitor Arms & Access Rails	Humanscale	6-8 Weeks	63.40%	63.40%
14.	Sit/Stand Portable	Humanscale	6-8 Weeks	40.79%	40.79%
15.	Tech Products	Humanscale	6-8 Weeks	54.04%	54.04%
16.	All	Ideas At Work	6-8 Weeks	54.01%	54.01%
17.	All	Right Angle Products	6-8 Weeks	42.85%	42.85%
18.	All	Workrite	6-8 Weeks	45.63%	45.63%

VII. ADDITIONAL/SPECIAL SERVICES PRICES BELOW

A. Reconfiguration and Labor Charges:
*Charge for reconfiguring any manufacturer's furniture at the request of the County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00 PM (PST)	AFTER HOURS MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	SATURDAY ALL DAY	SUNDAY & HOLIDAYS ALL DAY
PREVAILING WAGE PER HOUR	$49.00	$59.00	$59.00	$69.00
NON-PREVAILING WAGE PER HOUR	$43.00	$53.00	$53.00	$63.00

*This shall only apply when reconfiguring existing County furniture.

B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS **MONDAY - FRIDAY** 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS** **MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY** **ALL DAY**	**SUNDAY & HOLIDAYS** **ALL DAY**
PREVAILING WAGE PER HOUR	$55.00	$55.00	$55.00	$55.00
	REGULAR HOURS **MONDAY – FRIDAY** 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS** **MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY** **ALL DAY**	**SUNDAY & HOLIDAYS** **ALL DAY**
NON-PREVAILING WAGE PER HOUR	$55.00	$55.00	$55.00	$55.00

C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS **MONDAY - FRIDAY** 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS** **MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY** **ALL DAY**	**SUNDAY & HOLIDAYS** **ALL DAY**
PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$75.00
NON-PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$75.00

D. Special Project Management: Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	REGULAR HOURS **MONDAY - FRIDAY** 8:00 AM TO 5:00 PM (PST)	**AFTER HOURS** **MONDAY - FRIDAY** 5:01 PM - 7:59 AM (PST)	**SATURDAY** **ALL DAY**	**SUNDAY & HOLIDAYS** **ALL DAY**
PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$95.00
NON-PREVAILING WAGE PER HOUR	$75.00	$75.00	$75.00	$95.00

E. Warehouse Cost: Contractor is to provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Contractor shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (AFTER 30-DAYS) PER DAY, PER VAULT, PER PALLET, PER SQUARE "FT"	WAREHOUSEMAN HOURLY RATE (AFTER 30-DAYS)
$95.00 PER BAY 12 X 4 X 6=288 CU FT	$39.00

F. Additional Product/Services

At the request of Agency/Department(s), Contractor shall submit a written quote for requested goods/services, to include but not be limited to:

1. Express Shipping *

2. Other Custom Related Services

Delivery shall be coordinated between requesting department(s) and Contractor.

VIII. REBATES

Contractor shall provide rebates based on the breakdown listed below on an annual basis throughout the term of this Contract. Reference Attachment A - Scope of Work, Section IV – Contractor's Responsibilities, # L – Rebates.

ITEM NO	AGGREGATE TOTAL	REBATE %
1.	Purchases from $1.00 to $999,999.99	1.00%
2.	Purchases exceeding $1,000,000.00	2.00%
3.	Purchases exceeding $2,00,000.00	3.00%
4.	Purchases exceeding $3,500,000.00 or more	4.00%

Herman Miller will provide rebates based on the breakdown listed below to the County on an annual basis upon County purchases of Herman Miller products. This rebate is not for Knoll or other MillerKnoll owned product brands, only Herman Miller products.

ITEM NO	AGGREGATE TOTAL	REBATE %
2.	Purchases of Herman Miller exceeding $1,000,000.00	1.00%
3.	Purchases of Herman Miller exceeding $2,500,000.00	3.00%
4.	Purchases of Herman Miller exceeding $4,000,000.00 or more	5.00%

IX. MISCELLANEOUS

Contractor shall provide a quote for items not listed under Attachment A, Scope of Work shall not to exceed $1,000.00 per item.

Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

A. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.

B. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.

C. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.

D. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.

E. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.

F. The agency/department shall certify on the invoice that the prices are per the signed quote.

ATTACHMENT D
SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated to perform services specified in Attachment A. Deletion, substitution, or addition of subcontractor(s) in any given project function shall be allowed only with prior written approval of the County Project Manager

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Age of Firm (Years)
NA								

(* If more than one local address, please use a separate sheet)

September 2nd, 2022

County of Orange
CEO/County Procurement Office
1300 S. Grand Ave
Santa Ana, CA 92705
RFP#017-2266501-SC
Attn: Sharmila Chadrasekharan

Dear Mr. Stewart & Ms. Savant,

G|M Business Interiors considers it an honor to be considered again for the County of Orange Systems & Free-Standing Modular Furniture and Installation Service Contract. As a current contract holder for the past 5 years, we have been very fortunate to partner with most of your departments on creating cost effective and higher performing workspaces to support your valuable team members within the County.

We believe there are six key reasons G|M has been and will continue to be a valued partner to the County of Orange:

- Past Performance: G|M has been completing projects for the County of Orange for the past 15 years. As a contract holder for the past 5, G|M has supported many departments by helping the County capitalize on their investment in Herman Miller products with great service and a product that can grow and change with the County's needs. Highlighted by the County of Orange Super Block project (1,633 workstations), there has not been a project too big or too small for us to support with our County Micro-Teams. We've included testimonials from a variety of G|M clients that will attest to our overall performance and executional capabilities.

- Vertically Integrated: G|M prides itself on being one of the only 100% vertically integrated dealerships in California. All employees involved with the County of Orange are G|M Employees from our lead Account Executives to all of our Installation and Service Team members. This benefits the County tremendously by having team members with experience and knowledge not only in our industry, but with the County facilities to complete the job right and fast.

- Ability to Support: G|M will have (4) full Micro-Teams implemented to support the County Orange contract. In addition, we have our fully functioning Showroom & Distribution Center located in Irvine with the ability to support the County with our Client Services team and independent fleet of Service vehicles.

- Experience: G|M has supported all vertical markets in Southern California since becoming a Herman Miller dealer in 1989. But if one market had to stand out over the years, it would be Local Government. Working with countless Cities and (4) major Counties in SoCal, we have the experience to support you. G|M has had contracts with County of Riverside & County of San Bernardino for over 30 years and with County of Orange & County of San Diego over the past 5. Separating support by our departments has been critical to that success and we know the format and structure not just to place orders for you, but provide service to your existing purchase to ensure you get the return on investment you desire.

- Rebate: G|M is providing tiered rebates as our previous contract as shown on page 57. A new addition for this contract is Herman Miller is now offering rebates of 1%, 3% and 5% on Herman Miller branded product only based on purchases as shown on page 58. If the County purchased $4,000,000 of Herman Miller product, you will receive a $200,000 rebate at the end of the contract year.

- More Choice: As you can see from our current contract, we are able to bring hundreds of options of choice to the County Departments by all the manufacturers we can provide on contract. Now we have added a major addition by being able to provide Knoll & it's aligned brands. This is a differentiator from 5 years ago and only an added benefit to the County of Orange.

Our overall approach is this; we want to continue to *"Elevate your Workplace" ™*, not to just supply equipment. It continues to be our goal and mission to deliver our expertise regarding ergonomics, sustainability, workplace knowledge, and on-going daily services to truly be a partner of value to support the County of Orange. Being a local, minority-Woman Owned business located in Irvine, we take great pride in the partnership we've created and look forward to the great things we can accomplish together in the years ahead! We very much appreciate the opportunity to continue our partnership with the County of Orange.

Lauri Easley
President | CEO

Jason Stierl
Corporate Vice President

Stephen L. Easley
Principal | COO

REQUEST FOR PROPOSAL

County of Orange
CEO/County Procurement Office
1300 S. Grand Ave
Santa Ana, CA 92705

PROPOSALS MUST BE RECEIVED ON OR BEFORE

August 31, 2022
BY 2:00 PM (PST)

RFP NUMBER
017-2266501-SC

File Folder No: **2266501**

INSTRUCTIONS:

1. **SUBMIT AND UPLOAD ELECTRONIC COPY OF PROPOSAL VIA PERISCOPE HOLDINGS.**
2. **RETURN THIS PAGE, SIGNED, WITH PROPOSAL**
3. **ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP#017-2266501-SC**
4. **QUESTIONS SHOULD BE POSTED VIA PERISCOPE HOLDINGS BEFORE THE CLOSE OF THE QUESTIONS AND ANSWERS PERIOD.**

DATE: August 10, 2022

COVER PAGE

REQUEST FOR PROPOSALS (RFP)

The County of Orange, through the County Executive Office/County Procurement Office, (hereinafter referred to as "County"), is soliciting proposals from qualified firms (hereinafter referred to as "Respondent" or "Respondents") to provide Free-Standing Modular Furniture and Installation Services. The awarded contract (hereinafter referred to as "Contract") will be a fixed fee contract between County and the selected Respondent(s) (hereinafter referred to as "Contractor" or "Contractors" in Section III) to provide Free-Standing Modular Furniture and Installation Services , in accordance with the terms and conditions set forth in the Model Contract, including Attachments, provided herein as Section III Model Contract.

This Request for Proposals is set out in the following format:

SECTION I. Introduction and Instructions to Respondents

SECTION II. Response Requirements

SECTION III. Model Contract

ALL QUESTIONS/REQUESTS FOR CLARIFICATION ARE DUE: AUGUST 17, 2022, 2:00 P.M. PACIFIC TIME

All questions and clarifications related to this RFP must be directed to Sharmila Chadrasekharan, County Deputy Purchasing Agent (hereinafter referred to as "DPA"), via County's online bid system at https://www.periscopeholdings.com; RFP: 017-2266501-SC. (For assistance, please contact Periscope Holdings Vendor Support at: 800-990-9339 Option 1 or via email at source-support@periscopeholdings.com)

Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP. The County Procurement Office will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through or approved by the County Procurement Office is unauthorized and will be considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED HEREIN.

Goforth & Marti DBA: G|M Business Interiors	95-2091271
Respondent/Company Legal Name (as it appears on W-9)	**FED ID Number**
1099 West La Cadena Drive, Riverside, CA 92501	
Postal Address	

Laurie Easley	Laurinda P. Easley, President/CEO/Secretary	09/07/2022
Authorized Signature*	**Title**	**Date**
Laurie Easley	Laurinda P. Easley, President/CEO/Secretary	09/07/2022
Authorized Signature*	**Title**	**Date**

If Respondent is a corporation, two (2) **signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If Respondent's officer holds dual title, Respondent's officer must sign this instrument twice; each time indicating his or her office title, that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

RETURN THIS SHEET WITH YOUR RESPONSE

Addendum #3
to
RFP-017-2266501-SC
Free-Standing Modular
Furniture and Installation
Services

Date: August 29, 2022

TO ALL RESPONDENTS

This addendum forms part of the Request for Proposal (RFP) documents and in case of a conflict between specifications and this addendum; the addendum shall govern.

The following changes and clarifications shall be made to the RFP documents:

CHANGES:

1. Section I., Introduction and Instruction to Respondents, II. Proposed Time Schedule, RFP Closing Date has been amended in its entirety as follows:

DATE	ACTION
09/12/2022	RFP Closing Date and Time – 2:00 PM Pacific Time

2. Section I, V. Evaluation Process and Criteria, #1. Written Total Points Table has been amended and replaced in its entirety as follows:

Written Total Points: 1,000

CRITERIA	DESCRIPTION	MAX POINTS
I.	Qualification and Related Experience/Technical Expertise	300
II.	Key Personnel/Proposed Staffing	100
III.	Ability to Perform Services	200
IV.	Organization/Completeness of Response	150
V.	Degree of Compliance with the County Model Contract	150
VI.	Cost Proposal - Discounts off List	50
VII.	Cost Proposal - Rebate Percentage	50

3. A fully revised Part 3, Respondent's Proposal, has been attached and incorporated herein.
4. Attachment D, Subcontractor(s) shall be added to the Model Contact of the RFP incorporated attached and incorporated herein.
5. Section III, Model Contract, Article 37 "Price Increase/Decrease" has been deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ACKNOWLEDGEMENT: THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL. PLEASE INSERT IN YOUR PROPOSAL RESPONSE REQUIREMENTS, PART 1- COMPLIANCE STATEMENTS, FOLLOWING THE COVER LETTER.

I have read and understand and agree to this addendum, and I am submitting a proposal in response to this solicitation.

Date: 09/07/2022 Company Name: Goforth & Marti DBA: G|M Business Interiors

Laurinda Easley	Laurinda P. Easley, President/CEO/Secretary	
*Authorized Signature	Name	Title
Laurinda Easley	Laurinda P. Easley, President/CEO/Secretary	
*Authorized Signature	Name	Title

If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

PART 1:
COMPLIANCE CERTIFICATIONS

(COMPLETE THIS SECTION AND SUBMIT AS PART 1 OF PROPOSAL)

I. **COVER PAGE/EXECUTIVE SUMMARY:** All Proposals must be accompanied by a cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind Respondent. If Respondent is a corporation, then two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation. An unsigned or improperly signed Proposal submission is grounds for rejection of the Proposal and disqualification from further participation in this RFP process. All Proposals shall include in this Part 1, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

II. **VALIDITY OF PROPOSAL:** County requires that all Proposals be valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date. Proposals not valid for at least three hundred sixty-five (365) calendar days from the RFP Closing Date will be considered non-responsive. Respondent shall state the length of time for which the submitted Proposal shall remain valid below.

Respondent hereby certifies that Respondent's Proposal is valid for three hundred sixty-five (365) calendar days from the RFP Closing Date.

(365 Calendar days) Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

Validity of Proposal (in days) (Signature required)

III. **CERTIFICATION OF UNDERSTANDING:** County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

A. Such understanding or representations are expressly stated in the Contract; and,

B. The Contract expressly provides that County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by County in the Contract shall be deemed only for the information of Respondent.

By signing below, Respondent certifies that such understanding has been considered in this response.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

IV. **MINIMUM QUALIFICATIONS:** Respondent hereby certifies that it meets all minimum qualifications set forth above in Section II of this RFP.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature Required)

V. **CERTIFICATE OF INSURANCE:** Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III, Model Contract by signing below (see Model Contract, Article O. Insurance Provision).

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

VI. **CONFLICT OF INTEREST:**

Respondent must certify either item a or item b by signing below:

A. Respondent certifies current/past financial, business or other relationship(s) with County exist/existed as follows:

i. Disclose any financial, business or other relationship with the County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of the contract for the services Respondent proposes to provide.

_____

(Signature required)

OR

B. Respondent certifies that no relationships exist/existed as outlined in item a. above.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority For Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency

VII. **LITIGATION:**

Respondent must certify either item a or item b by signing below:

A. Respondent certifies current/past litigation as follows:

i. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against the County of Orange in the past seven (7) years.

ii. Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against the County of Orange in the past seven (7) years.

_____

(Signature required)

OR

B. Respondent certifies that there are no current/past litigation as outlined in item a. above.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

VIII. NAME/OWNERSHIP CHANGES:

Respondent must certify either item a or item b by signing below:

A. Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

   i. Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.

   ii. Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

_____

(Signature required)

OR

B. Respondent certifies that there are no past company name changes or ownership changes as outlined in item a. above.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

IX. STATEMENT OF COMPLIANCE:

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Respondent must certify either item a or item b by signing below:

A. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, and no exceptions thereto are proposed.

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

OR

B. This response is in strict compliance with this RFP including but not limited to, the terms and conditions set forth in Section III - Model Contract and its Attachments, except for those proposed exceptions expressly listed in a separate attachment hereto.

_____

(Signature required)

i. Attachment for each proposed exception must include:
   1. The RFP page number and section of the provision Respondent is taking exception to;
   2. The complete provision Respondent is taking exception to;
   3. The suggested rewording by way of tracked changes (Microsoft Word Format);
   4. Reason(s) for submitting the proposed exception;
   5. Any impact the proposed exception may have on the services to be provided.

X. NON-COLLUSION FORM:

Each Respondent must execute the Exhibit III, Non-Collusion Affidavit contained in the RFP as Exhibit III and submit it with the Proposal.

The County of Orange may require that the Respondent, before awarding any subcontract, secure Non-Collusion Declarations from proposed Subcontractors. The County of Orange does not conduct business with Respondents who engage in the act of Collusion. A "Yes" answer may preclude you from moving forward in the RFQ Process. **Respondent must certify both questions below:**

A. Has your firm ever initiated discussions with competing consulting firms about the payment structure of an existing or potential future contract with the County of Orange? **Respondent must select one (1). If Respondent selects Yes answer, Respondent must provide a brief explanation below.**

☐ Yes

Reason for Collusion: _____

(Additional space on next page)

Reason for Collusion Continued:

_____

☒ No

B. If not, has your firm participated in any discussions with competing firms in an effort to influence the payment structure for existing or potential County contracts? **Respondent must select one (1)**

☐ Yes

Provide names of competing firms:

_____

☒ No

Laurinda P. Easley, President/CEO/Secretary Laurinda Easley

(Signature required)

Client#: 164812 GMBUSIN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/07/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
EPIC Insurance Midwest
560 5th Street, Suite 202
Grand Rapids, MI 49504

CONTACT NAME: Kris Hughes
PHONE (A/C, No, Ext): - FAX (A/C, No):
E-MAIL ADDRESS: certificatesgrr@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg	19445
INSURER B : New Hampshire Insurance Company	23841
INSURER C : Hiscox Insurance Company Inc.	10200
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goforth & Marti Inc. dba GM Business
GM Business Interiors
1099 W. La Cadena Dr.
Riverside, CA 92501

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	5180177	03/01/2022	03/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	2961606	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X 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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	80756387 (CA)	03/01/2022	03/01/2023	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014122637	03/01/2022	03/01/2023	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			ANE405372522	03/01/2022	03/01/2023	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Orange, its elected and appointed officials, officers, employees, agents are named as additional insured (on a primary and non-contributory basis) with respects to General Liability and Auto Liability as required by written contract; A Waiver of Subrogation is issued in favor of certificate holder with respects to General Liability, Auto Liability and Workers' Compensation as required by written contract; All policies contain a 30 day notice of cancellation (10 days for non-pay) subject to policy terms and conditions; GL additional insured endorsements include ongoing and completed operations.

CERTIFICATE HOLDER

County of Orange c/o CEO/County Procurement Office
Attn: Insurance
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701

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. Hop

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EXHIBIT III

NON-COLLUSION AFFIDAVIT

(To be executed by proposer and submitted with proposal)

State of California)
)
County of Riverside)

Representative Laurinda P. Easley, being first duly sworn, deposes
(Name)

and says that he or she is President/CEO/Secretary of
(Title)

Goforth & Marti DBA: G|M Business Interiros, the party/proposer making the foregoing proposal.
(Firm/Vendor)

Representative affirms each of the following:

1. Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.
2. Proposal is genuine and not collusive or a sham.
3. Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.
4. Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham bid.
5. Proposer has not directly or indirectly induced or solicited anyone to refrain from submitting a proposal.
6. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer or proposal.
7. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of its own proposal price, or of that of any other proposer.
8. Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to secure any advantage against the public body awarding the contract.
9. Proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham proposal.
10. All statements contained in the proposal are true.

NON-COLLUSION AFFIDAVIT (CONTINUED)

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Laurka Easley

(Signature)

Subscribed at:

Riverside	Riverside	California
(City)	(County)	(State)

on September 7th , 2022

NOTARY TO AFFIX SEAL
AND CERTIFICATE OF ACKNOWLEDGMENT

Lamnee Arasta

(Signature)

944352	C61 & D34	03/31/2024
(State License No.)	(Classification)	(Exp. Date)

1099 West La Cadena Drive

(Address)

Riverside, CA 92501

(City, State, Zip Code)

(800)686-6583	(951) 684-0837
(Telephone)	(Fax)

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of California
County of Riverside } ss.

On this the 7 (Day) day of September (Month), 2022 (Year), before me,

Tammy Acosta (Name of Notary Public), the undersigned Notary Public,

personally appeared Laurinda Puanani Easley (Name(s) of Signer(s)),

☐ personally known to me – **OR** –

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

TAMMY ACOSTA
Notary Public - California
Riverside County
Commission # 2329045
My Comm. Expires Jun 24, 2024

Place Notary Seal/Stamp Above

Signature of Notary Public

Tammy Acosta

June 24, 2024

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal e enue Ser ice

Request for Taxpayer Identification Number and Certification

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

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

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

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

2 Business name/disregarded entity name, if different from above
G/M BUSINESS INTERIORS

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
110 WEST A STREET, SUITE 140

Requester's name and address (optional)

6 City, state, and ZIP code
SAN DIEGO, CA 92101

7 List account number(s) here (optional)

MAILING ADDRESS: 1099 W LA CADENA DR., RIVERSIDE, CA 92501

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 5 – 2 0 9 1 2 7 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** Josie Donley Digitally signed by Josie Donley Date: 2022.01.06 12:24:20 -08'00' **Date ▶** January 1, 2022

General Instructions

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

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

Purpose of Form

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

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

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

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

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **944352**

Entity CORP

Business Name GOFORTH & MARTI

Classification(s) C61/D34

Expiration Date 03/31/2024

www.cslb.ca.gov

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 944352

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/19/2022 7:37:47 PM

Business Information

GOFORTH & MARTI
1099 WEST CADENA DRIVE
RIVERSIDE, CA 92501
Business Phone Number:(800) 686-6583

Entity Corporation
Issue Date 03/11/2010
Expire Date **03/31/2024**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 16079176
Bond Amount: $15,000
Effective Date: 01/01/2016
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual STEPHEN LAWRENCE EASLEY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 05/01/2015

Workers' Compensation

This license has workers compensation insurance with the NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
Policy Number:80756387
Effective Date: 03/01/2022
Expire Date: 03/01/2023
Workers' Compensation History

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PART 2:
COMPANY PROFILE & REFERENCES

(COMPLETE THIS FORM AND SUBMIT AS PART 2 OF PROPOSAL)

Company Legal Name: Goforth & Marti DBA: G|M Business Interiors

Company Legal Status (corporation, partnership, sole proprietor, etc.): Corporation

Business Address: 110 W. A Street, Suite 140, San Diego CA 92101 Mailing Address: 1099 W La Cadena Drive Riverside, CA 92501

Website Address: www.gmbi.net

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address:

Length of time the firm has been in business: 77 years Length of time at current location: 15 years in San Diego, 20 years in Riverside, 2 years in Irvine

Is your firm a sole proprietorship doing business under a different name? ____ Yes ✔ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated? ✔ Yes ____ No If yes, State of Incorporation: California

Federal Taxpayer ID Number 95-2091271 *D-U-N-S® No. 00-960-8555

County requires a valid D-U-N-S® number prior to Contract Award. If needed, Respondent may obtain one at no cost at www.dnb.com. If Respondent is unable to provide/obtain a D-U-N-S® number, please indicate so in the proposal response.

Regular business hours: Monday through Friday, 8am to 5pm

Regular holidays and hours when business is closed: 8am to 5pm

Contact person in reference to this solicitation:

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address:

Contact person for accounts payable: Julie Face

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address: ar@gmbi.net

Name of Project Manager: Bobby Dillon

Telephone Number: (619) 894-3202 Facsimile Number: (951) 684-0837

Email Address: rdillon@gmbi.net

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: Rocky Caldera

Telephone Number: (800) 686-6583 Facsimile Number: (951) 684-0837

Email Address: rcaldera@gmbi.net Cell or Pager Number: (909) 856-5007

PART 2:

COMPANY PROFILE & REFERENCES (CONTINUED)

(COMPLETE THIS FORM AND SUBMIT AS PART 2 OF PROPOSAL)

REFERENCES: Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three (3) clients (preferably three different clients) for whom comparable projects with similar scope of work to this RFP have been completed or submit letters from your references which include the requested information. These references must be verifiable. *****Cannot be from the County of Orange or more than one from the same entity*****

Company Name: Becton, Dickinson & Co (BD) Telephone Number: (858) 617-1510

Contact Name(s): Joyce Olsen Email: joyce.olsen@bd.com

Address: 3750 Torrey View Ct, San Diego, CA 92130

Contract Effective Dates: 2012 Contract Amount: $16,177.908.00

Brief Contract Description: Office furniture, systems furniture, medical specialty furniture, ancillary items, DIRTT, seating, storage & filing, design services, space planning, reconfigure services, delivery & installation services.

Company Name: County of San Bernardino Telephone Number: (909) 387-2060

Contact Name(s): Leo Gomez and/or Cody Leslie Email: lgomez@pur.sbcounty.gov

Address: 777 E. Rialto Avenue, San Bernardino, CA 92415

Contract Effective Dates: 1993 Contract Amount: $133,764,938.00

Brief Contract Description: Office furniture, systems furniture, medical specialty furniture, ancillary items, DIRTT, seating, storage & filing, design services, space planning, reconfigure services, delivery & installation services.

Company Name: City of Riverside Telephone Number: (951) 826-5927

Contact Name(s): Christina Guerrero Email: cguerrero@riversideca.gov

Address: 3900 Main Street, Riverside, CA 92522

Contract Effective Dates: 1998 Contract Amount: $16,251,765.00

Brief Contract Description: Office furniture, systems furniture, medical specialty furniture, ancillary items, DIRTT, seating, storage & filing, design services, space planning, reconfigure services, delivery & installation services.

Number of projects the Prime has completed in Orange County 213

Testimonial	Company
I am pleased to submit this commendation letter for G/M Business Interiors (G/M) I have had the pleasure of working with the G/M Team for over 10 years on dozens of large projects for several large Counties, including Orange County and Riverside County. Repeatedly, G/M has proven to be a great resource for any type of interior (and sometimes exterior) furnishing project. Besides their product lines being top notch, reliable and backed by an outstanding warranty policy, their Team is their greatest resource. They are always very professional and have, at many times, gone out of their way to make sure that all details, even the smallest of details that none of our staff noticed during the scoping phase, are addressed and handled promptly. I have found it a privilege to work with many members of the G/M team. Within that team, it's worth noting that one of G/M's Executive Account Managers, Ms. Clarissa White has been exceptionally outstanding to work with. Despite dealing with some large and complex projects with unique circumstances on scope, budget and schedule etc., every single project I've worked with Ms. White on, she has happily extended me the same outstanding service level and professionalism that I have experienced with G/M over the past 10 years. Beyond G/M's ability to understand our needs, vision, and expectations, we are typically provided with comprehensive diagrams, samples, and suggestions by their team of professional design experts. In addition to their expertise, they have always been very flexible and willing to work around our typical 24/7 business model and collaborate seamlessly with our Architectural-Engineering and Contractor teams on projects. This collaboration has led to many projects' successful and timely completion, with furnishings typically being the final and crowning jewel of most of those renovation projects. G/M's team of installers are extremely courteous, professional and ready for the job every time. As with most big projects, minor change requests inevitably come up from end-users and some adjustments need be made, in those scenarios, G/M's staff becomes instrumental in our success by providing solutions, and personally overseeing the entire furnishing process from start to finish. In our last major renovation project, G/M's communication was consistent, detailed, and professional. Their team removed all outgoing furniture, installed all of the offices' new furniture and cubicles' workstations quickly and with no interruption to our day-to-day business operations. G/M's continual ability to deliver products and services at a very high level is why we continue to entrust their team with the design, procurement and installation of furnishings on large projects as the Riverside Sheriff's Office (RSO) has on the furnishing of our newest Sheriff's station, the Lake Mathews Station which is expected to open early 2023. During a recent visit to one G/M's Showrooms, I noticed the following quote from G/M's President, Mr. Steven Easley written on one of the walls in the office. 'Greatness requires a passionate team who trust, love and respect one another while embracing their game plan. Our caring G/M Team Members make the difference, always going above and beyond, raising the bar' The quote helped shed light on how G/M's leadership is able to develop and ensure a culture of greatness that customers like RSO can benefit from. I appreciate the great services provided by G/M and we will continue to use them when they are able to meet our ongoing workspace needs. Kind Regards, Remon Tadrous	Riverside County Sheriff's Department

Testimonial	Company
I am writing this letter to recommend the services of Goforth & Marti to you. During the past 25 years our organization has been working with Goforth & Marti on numerous different kinds of projects. The company offers high quality services. We can say that we have always been satisfied by their work. One of the multi-million-dollar projects we worked on pointed out the concern for quality and attention to detail that the company has. From the systems furniture designs in addition to the furniture's functional role, Goforth & Marti has been able to provide us with product and a workplace for our employees to enjoy for many, many years. Overall, we are deeply grateful to Steve Easley and the entire Goforth & Marti team for all the outstanding work they have provided over the years to our community, clients and staff. I highly recommend Goforth & Marti Business Interiors Regards, Sean Lowe	RivCoDCSS (Riverside County Department of Child Support Services)
I am a fiscal specialist as County of San Bernardino Probation and work closely with G/M. Our department has over 15 locations and G/M has done everything from full new furniture design and builds to daily ergo appointments and always comes thru for us as the partner we can count on. G/M well deserves our referral Thanks Nicholas Ornelas	County of San Bernardino Probation
I want to express my thanks to you and everyone involved in this project. Your whole team worked so hard on this project for us for months! I am so grateful to have such a great working relationship with the G/M staff. I have said this many times before, I am always impressed at the level of professionalism G/M staff has and the willingness to do your absolute BEST. I want to let you know that when I met the whole Homicide team at the location to show them their new work space, they were all absolutely flabbergasted! What G/M did for Homicide was beyond anything they expected. I wish I could have taken a picture of their faces as they walked through their new work space. It was like looking a young children on Christmas morning! Pure happiness. Respectfully, Priscilla Luis	San Bernardino County Sheriff's Department
I am 1000% pleased…From the initial design process, the quick and efficient purchasing process, and the professional and friendly install, G|M indeed elevated our workplace. The materials are beautiful and everyone involved in the project has been so helpful. I'm always happy to work with you and your team. Thanks for everything! Vanessa Nash	Riverside County Sheriff's Department

Testimonial	Company
I manage Facilities projects from the Fleet Installation, Engineering, & Logistics Department (FIELD) at NAVWAR and want to express my appreciation for three GMBI employees that provided extraordinary support to my projects in FY21. FY21 was a difficult year with COVID and resulting supply chain issues across the board. I have never experienced anything like it. Herman Miller was scrambling to get new furniture delivered on time, and on my end we had 5 jobs that needed new furniture installed and costed by 9/30. Your folks set the bar high. I've been managing Facilities project for almost four years and have yet to deal with anyone more professional and easier to work with than the current GMBI team. The easy communication, prompt responses, and high competence levels makes my life easier and I appreciate you guys and all you do for us. There was an incredible amount of goodwill created in FY21 by the actions of Andrew, Samantha, and Bryan. Thank you! Gary Swaggerty	NAVWAR
I would like to take a moment to compliment your team on our move. We were scheduled for bright and early at 7:30 a.m. on 9/16/2021. When I arrived at 7:28, your team was already there with a smile on their faces and ready to tackle the job at hand. They asked great questions, were careful with our items and very organized. What I really appreciated was their helpful attitude and desire to be a tight team. They worked together in ways that remind me of a pit crew on a racing team. Organized, helpful and communicative. These men were serious about their job while friendly with each other and myself. It is rare to see a group of gentlemen so kind and thoughtful to not just the customer but also with each other. Respectfully, Charlene M. Hood	County of Riverside
I would like to express my deepest thanks for you and your team work, it has been a fantastic job and I can't thank your team for the effort it has put into our project. Your installation team went above and beyond , they made all the last minutes changes I asked for with smiley faces and they were more than amazing. I enjoyed working with each one of them. The installer team leaders were awesome and I really can't thank them enough for all the hard work and for all for the added items they made it happen for me. Your efforts were much appreciated. Please feel free to contact me if you have any further questions. Thanks & Best Regards Marian Michael	County of San Bernardino, Project Management Division
I just wanted to thank all of you for an outstanding job welcoming people back to campus, today and over the past several months. It hasn't gone unnoticed! Your support of our employees and urgency to get things done has been outstanding and much appreciated by me, and our leadership. It is a pleasure to work with you and your teams, every day. Please pass this along to the teams that have worked throughout the Reintegration and share my gratitude. Again, much appreciated! Michele C. Borunda, CFM	San Diego Gas & Electric

Testimonial	Company
As we finish today we are Majority Complete with Furniture at LLUMC CTP!!! Here are some stats: • There are 1,487 rooms with Furniture • The Building is 16 Stories Tall and 1 Million SF • We spent $5,607,719.56 with GMBI • We started the Anchored Clinical Products in August 2020 and the Main Furniture deliveries on January 4th 2021. That's 60 straight days!!! • We received at least 1 semi-truck delivery per day, often times two and one day we received 3! I'd like to give a BIG shout out to the Entire GM Team – all of you worked so hard through all of this…Thank You for your support, your attention to detail and your major efforts in getting this job done. Thank you. Victoria Dalton, CID, EDAC	Loma Linda University Hospital Children's Tower

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

COUNTY OF RIVERSIDE

G|M Client Since:	1990	Reference Contact:	Suzanna Hinckley	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$149,388,335		Assistant Director		
Sales Last 3 Years:	$26,360,202		(951) 955-4937		
				Pct of Work by G|M:	100%
Highlights:	Over 200 Projects Completed	Address:	Co of Riverside Purchasing		
	Contracts since 1990		2980 Washington Street		
	Locations: 200 over Riv County		Riverside, CA 92504		

COUNTY OF SAN BERNARDINO

G|M Client Since:	1993	Reference Contact:	Leo Gomez	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$133,764,938		Cody Leslie		
Sales Last 3 Years:	$24,442,219		(909-387-2060		
			lgomez@pur.sbcounty.gov	Pct of Work by G|M:	100%
Highlights:	Over 120 Projects Completed	Address:	Purchasing Department		
	Locations: 180 in SB County		777 E Rialto Ave		
			San Bernardino, CA 92415		

US NAVY

GSA

G|M Client Since:	2001	Reference Contact:	Gary McGrath	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$90,628,403		NAVWAR Facilities Operations		
Sales Last 3 Years:	$11,729,918		gary.mcgrath@navy.mil		
			(619) 309-9499 P	Pct of Work by G|M:	100%
Highlights:	All SD Naval Medical Centers	Address:	4301 Pacific Highway		
	(NMC), Camp Pendleton,		San Diego, CA 92110		
	SPAWAR				

NAVAL INFORMATION WARFARE SYSTEMS COMMAND (NAVWAR) / SPACE AND NAVAL WARFARE SYSEMS COMMAND (SPAWAR)

GSA

G|M Client Since:	2008	Reference Contact:	Gary Swaggerty	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$59,178,260		Facilities Project Manager		
Sales Last 3 Years:	$10,748,681		gary.e.swaggerty.civ@us.navy.mil		
			(619) 309-9499 P	Pct of Work by G|M:	100%
Highlights:	2000 Workstations	Address:			
	200 Private Offices				
	Moves, Adds & Changes				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

SAN DIEGO GAS & ELECTRIC

G|M Client Since:	2012	Reference Contact:	Linda Jacobs	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$48,529,219		Real Estate Planning Manager		
Sales Last 3 Years:	$13,972,581		(619) 676-9156		
			ljacobs1@sdge.com	Pct of Work by G|M:	100%
Highlights:	Awarded Multi-5 Year Contracts	Address:	8326 Century Park Court	Notes:	Certified Dealer Network Client
	Herman Miller Systems		San Diego, CA 92123		
	Group Work Products				
	Moves, Adds + Changes				

COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS)

G|M Client Since:	1990	Reference Contact:	Bryson Arnold	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$32,333,830		Facilities Group		
Sales Last 3 Years:	$3,052,634				
			(951) 358-3959	Pct of Work by G|M:	100%
Highlights:	32 Buildings Completed	Address:	10281 Kidd Street		
			Riverside, CA 92503		

SCRIPPS HEALTH

G|M Client Since:	2009	Reference Contact:	Tim Jacoby	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$38,181,303		Corp. VP of Facilities Design & Construction		
Sales Last 3 Years:	$10,934,382		jacoby.timothy@scrippshealth.org		
			(858) 678-7007	Pct of Work by G|M:	100%
Highlights:	San Diego / La Jolla	Address:	10130 Sorrento Valley Road		
	Encinitas		San Diego, CA 92121		
	Oceanside				
	Chula Vista				

NAVAL MEDICAL CENTER SAN DIEGO

GSA

G|M Client Since:	2007	Reference Contact:	Srdjan Trgo	Scope of Work:	Systems Furniture, Freestanding Desks, Files, Tables, Seating, Design, Delivery & Installation.
Sales from Inception:	$27,224,726		srdjan.trgo.civ@mail.mil		
Sales Last 3 Years:	$1,607,839		(619) 532-7556		
				Pct of Work by G|M:	100%
Highlights:	1,228 Provider Offices	Address:	34800 Bob Wilson Drive		
	600 Exam Rooms		San Diego, CA 92134		
	All Public Spaces				
	All San Diego County Clinics				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

LOS ANGELES AIR FORCE BASE

GSA

G|M Client Since:	2005	Reference Contact:	Dennis Hass	Scope of Work:	Design, CID Package, specification of all furniture and design related items, SAMS & CBSC buildings, delivery and installation
Sales from Inception:	$26,272,877		Contracting Officer		
Sales Last 3 Years:	$1,275,226		dennis.hass@losangeles.af.mil		
			(310) 653-6119 P	Pct of Work by G|M:	100%
Highlights:	Three Buildings	Address:	61st ABG/RO		
	3,000 Offices & Workstations		2420 Vela Way		
			El Segundo, CA 90245		
	Chula Vista				

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)

G|M Client Since:	1999	Reference Contact:	Glenn Fearon	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$30,399,198		Project Manager		
Sales Last 3 Years:	$8,563,241		gfearon@esri.com		
			(909) 793-2853	Pct of Work by G|M:	100%
Highlights:	16 Locations Nationwide	Address:	380 New York Street		
	Canada		Redlands, CA 92373		

US CITIZEN'S & IMMIGRATION SERVICES

GSA

G|M Client Since:	2010	Reference Contact:	Denise Vazquez	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$35,449,337		denise.l.vazquez@uscis.dhs.gov		
Sales Last 3 Years:	$13,043,971		(949) 360-2205		
				Pct of Work by G|M:	100%
Highlights:	San Juan Puerto Rico, Honolulu	Address:	24000 Avila Road	Notes:	Certified Dealer Network Client
	San Jose, Laguna Niguel, Reno		Suite 3106D		
	San Fernando, Las Vegas, NV		Laguna Niguel, CA 90012		
	Phoenix, AZ, Irving, TX				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

SUPERIOR COURT OF CALIFORNIA

G|M Client Since:	1994	Reference Contact:	David Gonzales	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$23,158,688		Facilities Group		
Sales Last 3 Years:	$4,320,901		dgonzales@courts.sbcounty.gov		
			(909) 708-8742	Pct of Work by G|M:	100%
Highlights:	15 Buidling Project Completed	Address:	172 W Third Street		
			San Bernardino, CA 92415		

CITY OF RIVERSIDE

G|M Client Since:	1998	Reference Contact:	Christina Guerrero	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$16,251,765		Facilities		
Sales Last 3 Years:	$449,421		cguerrero@riversideca.gov		
			(951) 826-5927	Pct of Work by G|M:	100%
Highlights:	Five Buildings Completed	Address:	3900 Main Street		
	Major City Hall Renovation		Riverside, CA 92522		
	Orange Square/Gateway Projects				

LOMA LINDA UNIVERSITY MEDICAL CENTER

G|M Client Since:	2000	Reference Contact:	Laura Rojo	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$20,612,116		Supply Chain Dev. Specialist		
Sales Last 3 Years:	$10,327,891		lrojo@llu.edu		
			(909) 558-4390	Pct of Work by G|M:	100%
Highlights:	New Towers, Remodels,	Address:	11370 Anderson Street		
	Off-Site Office Buildings		Loma Linda, CA 92354		

ILLUMINA, INC.

G|M Client Since:	2012	Reference Contact:	Fernando Parra	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$15,301,443		Facilities Director		
Sales Last 3 Years:	$4,440,943		fparra@illumina.com		
			(858) 336-7899	Pct of Work by G|M:	100%
Highlights:	Bridgespace	Address:	Headquarters		
	Building 6 Ancillary		5200 Illumina Way		
	i3 Campus: 3 Buildings		San Diego, CA 92122		
	Change Management Services				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

SHARP HEALTHCARE

G|M Client Since:	2008	Reference Contact:	Eric Brown	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$21,496,597		VP Facilities & Development		
Sales Last 3 Years:	$9,389,409		(800) 827-4277		
			eric.brown2@sharp.com	Pct of Work by G|M:	100%
Highlights:	San Diego	Address:	8695 Spectrum Center Blvd		
	Coronado		San Diego, CA 92123		
	La Mesa				
	Chula Vista				

BECTON DICKINSON (BD)

G|M Client Since:	2012	Reference Contact:	Joyce Olsen	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, seating, delivery and installation and all applicable services
Sales from Inception:	$16,177,908		Facilities Director		
Sales Last 3 Years:	$7,189,871		joyce.olsen@bd.com		
			(858) 617-1510		
Highlights:	Chicago/Minneapolis/Middleton	Address:	3750 Torrey View Court	Pct of Work by G|M:	100%
	San Diego		San Diego, CA 92130	Notes:	Certified Dealer Network Client
	Dublin				
	Creedmore				
	San Antonio				

CALIFORNIA BAPTIST UNIVERSITY

G|M Client Since:	2002	Reference Contact:	Jamie Gannaway	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$8,798,616		Project Coordinator II		
Sales Last 3 Years:	$544,146		jgannaway@calbaptist.edu		
			(951) 552-8599	Pct of Work by G|M:	100%
Highlights:	Six Buildings Completed	Address:	8432 Magnolia Avenue		
	Event Center		Riverside, CA 92504		

CITY OF SAN DIEGO

G|M Client Since:	2011	Reference Contact:	Karen Johnson	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$8,515,497		kkjohnson@sandiego.gov		
Sales Last 3 Years:	$3,784,304		(619) 236-6191		
				Pct of Work by G|M:	90%
Highlights:	Engineering	Address:	1200 Third Avenue		
	Water Department		Suite 1700		
	Streets Division		San Diego, CA 92101		
	Development Services				

MAJOR ON-GOING CLIENT CONTRACTS + REFERENCES
Updated March 9, 2022

KAISER PERMANENTE

G|M Client Since:	2009	Reference Contact:	Jo Ann Orendain	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$10,487,540		FEP2 Specialist		
Sales Last 3 Years:	$3,749,253		(951) 739-4741		
			Jo.Ann.Orendain@kp.org	Pct of Work by G|M:	100%
Highlights:	Redlands, Pasadena, Santa Ana	Address:	1301 California Street		
	Ontario, Fontana, Oakland		Redlands, CA 92374		
	Irvine, Corona, Downey				
	Garden Grove, Riverside				
	San Marcos				

EDWARDS AIR FORCE BASE

GSA

G|M Client Since:	1997	Reference Contact:	Kenneth F. Green	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$6,425,980		NH-III, MBA, DAF		
Sales Last 3 Years:	$550,739		kenneth.green.12@us.af.mil		
			(661) 277-3992	Pct of Work by G|M:	100%
Highlights:	CBSC Bldg	Address:	225 N. Rosamond Blvd.		
	Anechoic Chamber		Building 3500		
	Medical Clinic/F-22		Edwards AFB, CA 93560		
	Joint Strike Fighter (2) Bldgs				

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

G|M Client Since:	2008	Reference Contact:	Kathy Hine	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$5,190,625		Space & Relocation		
Sales Last 3 Years:	$705,459		kahine@csupomona.edu		
				Pct of Work by G|M:	100%
Highlights:	New Library	Address:	3801 W Temple Avenue		
	eAssets Client		Pomona, CA 91768		

LOMA LINDA VETERANS AFFAIRS HOSPITAL

GSA

G|M Client Since:	2001	Reference Contact:	Calvin O. Evans	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$4,855,290		Project Manager		
Sales Last 3 Years:	$838,163		Calvin.Evans@va.gov		
			(909) 825-7084	Pct of Work by G|M:	100%
Highlights:	Hospital Remodel	Address:	11201 Benton Street		
	GSA Contracts since 2004		Loma Linda, CA 92357		

TANDEM DIABETES CARE

G|M Client Since:	2008	Reference Contact:	Nichole Alvarado	Scope of Work:	Systems Furniture, freestanding desking, files, tables, seating design, delivery & installation
Sales from Inception:	$5,172,762		Supervisor, Corp. Space Planning		
Sales Last 3 Years:	$2,706,751		naguinaga@tandemdiabetes.com		
			(858) 255-6513	Pct of Work by G|M:	100%
Highlights:		Address:	11045 Roselle Street, Suite 150		

			San Diego, CA 92121		

INLAND REGIONAL CENTER

G|M Client Since:	2004	Reference Contact:	Sandra Guzman	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$3,476,485		Executive Assistant		
Sales Last 3 Years:	$352,337		sguzman@inlandrc.org		
			(909) 890-3416	Pct of Work by G|M:	100%
Highlights:	Two Buildings	Address:	1365 S Waterman Avenue		
			San Bernardino, CA 92408		

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

G|M Client Since:	2011	Reference Contact:	Jon Nissen	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$3,014,027		Facilities Management		
Sales Last 3 Years:	$287,385		jnissen@csudh.edu		
			(310) 243-2754	Pct of Work by G|M:	100%
Highlights:	New Library	Address:	1000 E Victoria Street		
	eAssets Client		Carson, CA 90747		

HUB INTERNATIONAL

G|M Client Since:	2006	Reference Contact:	Danna Baker	Scope of Work:	Space planning, assisted design team with fabric and finish selections, assisted contractor with power/data locations, delivery and installation all applicable services.
Sales from Inception:	$4,699,583		danna.baker@hubinternational.com		
Sales Last 3 Years:	$741,856		(951) 779-8611		
				Pct of Work by G|M:	100%
Highlights:	Herman Miller Action Office 2	Address:	3390 University Avenue		
	Mirra 2 Task Chairs		3rd Floor		
	National Clever Offices		Riverside, CA 92501		
	Ancillary Furniture				

PITZER COLLEGE

G|M Client Since:	2012	Reference Contact:	Mark Crawbuck	Scope of Work:	Planning, specification of systems furniture, freestanding desking, files, tables, delivery, installation and all applicable services
Sales from Inception:	$1,756,115		Facilities Manager		
Sales Last 3 Years:	$381,949		(909) 607-3147		
			mark_crawbuck@pitzer.edu	Pct of Work by G|M:	100%
Highlights:	Claremont Colleges	Address:	10500 North Mills, McConnell 13		
			Claremont, CA 91711		

PFIZER

G|M Client Since:	2012	Reference Contact:	Xavier Porlas	Scope of Work:	Moves, Adds & Changes and installation as required.
Sales from Inception:	$3,067,128		Facilities Director		
Sales Last 3 Years:	$1,290,900		(858) 622-3242		
			xavier.porlas@pfizer.com	Pct of Work by G|M:	100%
Highlights:	Moves, Adds + Changes	Address:	10777 Science Center Drive		
	Awarded 3-5 Year Contract		San Diego, CA 92121		

PART 3:
RESPONDENT'S PROPOSAL

(COMPLETE THIS SECTION AND SUBMIT AS PART 3 IN THE THIRD SECTION OF PROPOSAL)

I. QUALIFICATION AND RELATED EXPERIENCE/TECHNICAL EXPERTISE

This section of the Proposal will establish the ability of Respondent to satisfactorily perform the required work by reasons of experience in performing services of a similar nature, demonstrated competence in the services to be provided, strength and stability of the team, staffing capability, workload, record of meeting schedules on similar projects, and supportive client reference. **As part of its response to the following: Respondent should justify how the minimum qualifications/requirements of Scope of Services have been satisfied.**

A. Respondent shall provide brief profile of the firm, including the name, a brief history, description of your firm, types of services offered.

1. The year founded

With humble roots dating back to 1944, G|M Business Interiors first got its start as a small office equipment supplier in San Bernardino, CA. Arrowhead Office Equipment was a one-stop-shop for customers office equipment needs.

2. Form of the organization (corporation, partnership, sole proprietorship)

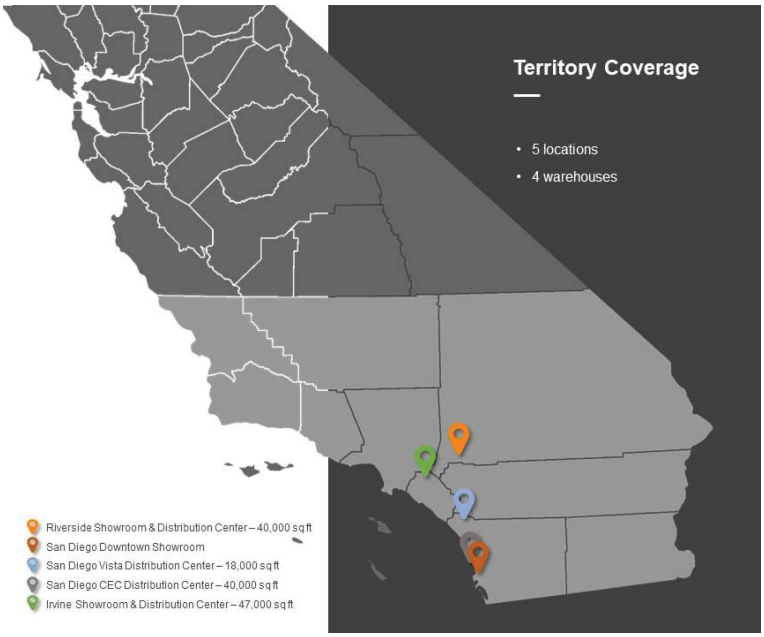
In April 1960, the business was incorporated as Goforth & Marti. In 1987, it was purchased by William F. Easley.
In 1989, William's son, Stephen L Easley, noticed a serious need for a more passionate, educated, and professional office furniture dealer in the project delivery ecosystem. He envisioned an organization that embraced design and that could better serve clients by creating excellent projects and controlling all steps of the service process with in-house professionally trained team members. Steve joined the firm as President, and the Contract Interiors division was re-named G|M Business Interiors, a division of Goforth & Marti, also becoming a Herman Miller dealership.

3. Number of employees

G|M currently employs (260) team members, (55) service vehicles, (4) major warehouses and (5) locations, comprising over 115,000 sq ft in Southern California. We have demonstrated our ability to distribute products throughout Southern California for over 30 years under current ownership.

4. Size and location of offices

In 2003, G|M Business Interiors expanded and relocated its operation from San Bernardino to Riverside, opening a new 36,000 sq ft facility. Four years later, G|M opened an additional showroom in downtown San Diego and a warehouse in Sorrento Valley. This was followed by two expansions of the San Diego Showroom as well as a 40,000 square foot Client Experience Center in Sorrento Valley. In 2018, a new member was welcomed to the G|M family, DIV13, a DIRTT partner. DIV13's mission to create custom prefabricated interior spaces is harmonious with G|M's mission to create exciting workspaces that promote happiness, health, and higher performance. In 2020, G|M Business Interiors continues expanding throughout the Southern California market and has opened a new 47,000 sq ft location in Irvine, CA and another 18,000 sq ft. distribution center in Vista, CA.



Physical locations:

CEC Client Experience Center (40,000 sq ft)
Warehouse
5950 Nancy Ridge Drive
Suite 300
San Diego, CA 92121

G|M San Diego Showroom (13,250 sq ft)
110 West A Street (110 Plaza Building)
Suites 140 + 150 + 225
San Diego, CA 92101

G|M Distribution Center (18,000 sq ft)
1359 Keystone Way
Vista, CA 92081

G|M Riverside (37,000 sq ft)
1099 West La Cadena Drive
Riverside, CA 92501

G|M Irvine (47,000 sq ft)
9750 Irvine Blvd
Suite 108
Irvine, CA 92618

5. Staff and technical capabilities and the type of services that the Respondent is qualified to perform, including any discipline where the Respondent has special expertise.

G|M has an extensive history with public agencies, municipalities, and non-profit organizations. Our first public sector contracts were established in 1991 working with County of Riverside and County of San Bernardino along with the Federal Government of the United States. Since, G|M has become recognized as the largest government dealer in the nation for Herman Miller. We have worked with almost every county, city, and Federal agency in Southern CA.

In addition to County contracts, G|M has its own Federal Government contracts and possesses an extremely high past performance record. Being a Federal Contractor, we are held to the highest of standards not only for performance but for diversity in the workplace.

G|M's Federal Tax ID Number is 95-2091271, we are registered with the Department of Industrial Relations and our DIR ID Number is 1000001979, we also have Business Licenses for many cities and counties in Southern California and copies can be provided at any time per request.

G|M possesses Contractors State License# 944352 with C-61 and D-34 Classifications. This license expires 03/31/2018.

G|M uses 55 service vehicles that employ several technologies for tracking and safety including Teletrac and Lytx software. These vehicles are US DOT registered (CA# 0176269, US DOT# 1076152) as required and utilize safety equipment and processes.

All G|M vehicle delivery drivers carry G|M smartphones and/or tablets and are able to communicate with all G|M team members.

G|M only offers products which are HCAI, ANSI and BIFMA certified to limit the County of Orange product liability and safety concerns. Note: often times a County Supervisor may ask why he cannot buy a $299 leather chair from a big box store and the operative answer is those low-priced items are intended for minimal home/residential use and are not graded nor have they passed ANSI/BIFMA testing for commercial grade use. If a County employee were to be injured on a non-compliant product, the County could be found liable. Many website purchased items fall under this issue. Buyers should beware any products not authorized through County Purchasing under contract.

We employ several software systems to develop a furniture layout and product specifications.

- CET
- AutoDesk: AutoCAD
- Revit Architecture from AutoDesk
- 3ds Studio Max
- CAP 20/20

6. Describe the Respondent's experience in performing work of a similar nature to that solicited in this RFP.

The County of Orange departments are currently managed by (4) G|M MicroTeams. These dedicated teams have supported the county in striving to be a high-quality model government agency that delivers services to the community in ways that demonstrate; excellence, leadership, stewardship, and Innovation for the past 7 years.
Each MicroTeam includes an Account Manager who is your one point of contact. Your Account Manager is responsible for your overall happiness with our team and leads their Job Captain (JC), Designer, Project Manager (PM), and Punchlist & Customer Service Manager to project success. Your Account Manager is responsible for communicating your needs & goals to everyone at G|M and ensuring that resources are deployed to accomplish those goals.
Our MicroTeams organize weekly meetings to maintain a high level of daily communication to discuss their progress on projects. Our software enables everyone in the Company to track design work orders, quotation progress and orders that have been placed. Alerts are programmed to go out to notify the team of critical order checkpoints such as acknowledgement checks and that product has been received into the warehouse. Project Managers assist the MicroTeam with all orders that are (10) workstations equivalent or more.
Communication within the MicroTeam is supported by the JC receiving their Account Manager's e-mails. This ensures responsiveness to you even if your Account Executive is in a meeting. The rest of your team includes our Information Technology Integrator, who will ensure all computer programs, such as e-Asset are integrated into our system for you. Our Scheduling Manager will handle all order distribution and scheduling and our Customer Service Specialist will handle warranty items, punchlist completion and service requests.
Additionally, we currently employ 45 individuals (companywide) who possess a minimum of a four-year interior design or architectural degree. Our design team members work in a variety of departments as a team to achieve exceptional results.

As one of the top contract furniture dealerships in the region with locations in Riverside, San Diego and Irvine, G|M serves more than 10 Southern California Counties and countless organizations seeking a business partner that will aide them in elevating their workplace

7. Describe Respondent's availability to perform requested services on County projects. Include experience with other governmental agencies in California.

As previously stated, G|M has held County government contracts since 1991 starting with County of Riverside. In these last 31 years, G|M has been fortunate to be the primary vendor of choice for many counties, cities and federal agencies and have gained immeasurable experience working with every department within these organizations. This experience is invaluable but also teaches us that while many function similarly, no two are the same and should never be treated in a cookie cutter fashion. G|M has been a contract holder for County of Orange for the past 5 years.

Respondent(s) shall narrate the services Respondent is proposing, in bullet form, in the order listed below.

Required Services:

8. Assembly and Installation Services

G|M is vertically integrated, employing G|M trained team members we manage our responsiveness, workload, and the quality of our services. Our G|M Promise includes the premise of service excellence by thinking like our client and utilizing our vertical integration to custom tailor services for each individual client. G|M goes above and beyond in providing outstanding services by scheduling installers who are experienced on your project and providing continuity by scheduling those same installers on your next project. This helps our clients save time and money through efficiency. We provide exceptional installation services, G|M punch-list stickers, key boxes, wood kits for wood desking, vacuuming and clean furniture that is leveled, fully set-up and polished.

We recycle all waste and keep our jobsites neat, orderly, and clean.

G|M has always understood that our true purpose is to do what it takes to help our clients create the workplace they deserve. Great, all-encompassing service is paramount to attaining these goals. We believe that we must first walk in your shoes to truly understand your needs before we can think like you. We take great pride in doing our absolute best to happily provide all services our clients need, including:

- Furniture Planning and Specification for Office, Clinical and Educational Environments
- Project Management for all Local Projects which are defined by complex orders and or client needs that include (10) or more office/workstations in concert or workstations that require electrical planning.
- Furniture Assembly and Installation
- Move Projects Large and Small, Adds and Changes of any brand of furniture
- Reconfigurations of any brand of systems furniture
- Refurbishment, Refinishing and Re-Upholstery
- Re-Use of Client's Assets, e-Asset Management, Furniture Warehousing and Long-term Storage
- Modular Wall System Installation
- High Density Filing Systems and Specialized Storage
- Flooring Specification
- Wallcoverings
- Window Coverings and Cubical Curtains
- Wayfinding/Signage
- Project Accessories Planning such as Sound Masking, Clock Systems, Planters, Magazine Racks, Coat Hooks,
- Visual Communications, Lighting and Display Cases
- Artwork Services

9. Design Services

Being vertically integrated, G|M employs a team of 30 Designers that we call our Workplace Excellence (WE) Team. These in-house designers, almost all with (4) year design degrees are ready to serve. Our We Team embraces the first part of our G|M Promise which is to "Elevate the Workplace". Each WE Team member is trained to not only specify furniture and electronically place it in drawings but to challenge the status quo and ensure the design will solve the problems our clients face: creating a workplace that creates happiness, is healthy, and allows our clients to be higher performing. Happiness comes from less disruptions, having a place for everything you need and fostering better communication and support. Health is derived from the understanding and application of ergonomic principles in the work environment from using the correctly adjusted seating, to work surfaces that are properly height positioned for keyboarding to handedness, reach and vision. Higher performance comes from successfully addressing all workplace departmental and individual logistics, work adjacencies addressed and minimizing the sheer effort required to travel and communicate about the office.

10. Space Planning Services

G|M: Workplace Excellence Team Design and Specification Process:

Discovery: This phase may be defined through consultation, in which case a WE team member, and the Account Executive will meet with the client to discuss and identify the vision, mission, goals and criteria for the project as it pertains to each department within the facility. During the discovery sessions we will identify the workstyles, collaborative needs, tools associated with each role and understand the activities workers engage in throughout the day to move work forward. Through our understanding of the space needs, workstyles, and ratio of collaborative to individual work we can develop designs for supportive work settings. The G|M Electronic Customer Questionnaires may also be developed, administered, and dispersed to different departments and their staff to amass and evaluate space requirements for workstation typical development if so desired by the client. This phase will also include site documentation: field measurement and identification of all existing conditions such as electrical outlets, light switches, thermostats, sill heights, ceiling heights and all site conditions.

- Design Development: The information gathered during discovery will be applied to develop circulation diagrams, setting diagrams, furniture space plans, color scheme concepts, and material options to be presented and reviewed by the client. Revisions to the design will be made based on client feedback until all elements are approved and designed through scale drawings, material samples, renderings, and mockups as required.
- Interior Design and Furniture Standards: Upon completion of design development, drawings will include panel heights, widths, electrical base in-feed locations, outlets, work surfaces, components, finish locations (fabrics, paints, and carpets), 3D drawings and 3D renderings from multiple views illustrating all work settings with the approved color scheme applied. An accurate Bill of Materials of all furniture/design components will be derived directly from the final drawings and finish selections to develop cost estimates.
- Beyond the bill of materials, product masters will be developed to illustrate the furniture standards (manufacturer, fabric and finish, department, and location within the facility) for the project and will be used by all parties in conjunction with final drawings, renderings, and all required environmental compliance documentation to exhibit the design intent.
- The documents will serve as reference for all future furniture order "add on" or reconfigures. Product Masters will be printed for client sign off. All project information will be provided in printed and electronic format.
- Reconfigures and Future Furniture Orders: AutoCAD drawing files and inventory of existing furniture will be updated as each reconfigure/add on occurs. All future furniture orders will be specified according to the bill of materials developed in the previous phase to maintain standards for future growth and flexibility.
- Practices, Codes, and Methods: Furniture space plans will be circumspectly designed to at least meet minimum clearances, exiting requirements, occupancy loads, and seismic provisions. Drawings will be reviewed carefully by the G|M Workplace Excellence Manager and Quality Control Leader to ensure, design and specification accuracy as well as compliance with all codes and regulations that apply.

11. Special Project Management

Your Project Manager will become a valued part of your project team and will attend construction meetings, double check all field measurements, mark for special electrical locations and coordinate all jobsite activities with GM & any trade partners supporting the County of Orange.

12. Product/System Furniture

We provide a full range of products and services to support the entire office landscape. We represent over 500 furniture manufacturers that fulfill needs surrounding all areas of your office, our main line for systems furniture being Herman Miller and Knoll.

Herman Miller and Knoll offer the most varied portfolio of workstation platforms to support the broadest possible range of work

activities. Many of the furniture, storage, work surface, table, and work tool products are designed to be incorporated functionally and aesthetically into several of our systems product lines.
Compatible fabrics, finishes, and materials can be blended among several different systems within the same installation. Ergonomic products like Thrive Portfolio, height adjustable tables like Renew and Tone, table collections such as Eames, Everywhere, Rockwell, Antenna, and Dividends blend with our workstation product lines, providing greater flexibility in meeting individual worker needs.
Herman Miller and Knoll offer a wide variety of systems furniture, seating, tables, and storage for your workplace. Our products are designed to work together, functionally, and aesthetically, offering virtually endless office design possibilities. Finish and fabric compatibility among product lines allows you to combine product choices throughout the entire workplace to support individual and group work requirements.
Following are some of the primary workspaces, seating, tables, and storage product lines we offer. To see our complete product line offering, visit us at www.hermanmiller.com and www.knoll.com.
Workstations and Collaborative Furniture

- Action Office® System

Over the past half-century, two things have remained constant: Work continues to change and Action Office makes it simple for you to manage that change. From the introduction of computers to new understandings of the importance of choice and variety in the workplace, Action Office has helped individuals and organizations adapt.

- Canvas Office Landscape™

Canvas Office Landscape is an adaptive solution for creating human centered workplaces. Consisting of a concise set of elements, Canvas simplifies the creation of varied settings to support the activities of individuals and groups. Its elements combine harmoniously in many ways, so Canvas can address the widest possible range of workplace needs.

- Ethospace® System

Ethospace is a frame-and-tile system that offers organizations design choices. Dozens of tile options let you define—and redefine—how your workplace looks and performs, while steel frames provide ample capacity for power and data, and support hanging storage and work surfaces. Updated and expanded regularly since it was first introduced, Ethospace gives organizations the flexibility and durability to meet the shifting demands of work.

- Dividends Horizon®

Dividends Horizon provides spatial impact with a clean aesthetic for both the open plan and enclosed spaces. Easily reconfigurable, workstation elements and freestanding furniture can also be reimagined to address future change

- Antenna Workspaces®

Antenna Design's imaginative user-centered approach to the workplace celebrates functional simplicity with honest materials and seamless technology integration. Broad planning capabilities, including a range of spine-based planning opportunities, live up to today's standard for flexible, inclusive spaces that accommodate multiple work modes.

- Reff Profiles™

Reff Profiles™ complements architectural spaces to support multiple work modes. From private offices to reception and administrative support areas as well as open plan and meeting spaces, Reff Profiles creates a cohesive workplace experience.

13. Delivery and Coordination of Service

G|M Business Interiors continually utilizes technology, part of our G|M Promise to demonstrate our desire to be efficient and transparent. This begins during the ordering of products and continues through to the delivery and coordination of services. Each order will launch email correspondence several times throughout the process; order entry, factory acknowledgement, receipt confirmation (product has arrived in the warehouse), and lastly, scheduled delivery confirmation. G|M receives shipment notifications in advance from our manufacturers and upon the receipt of those notifications; our Installation Scheduling Manager will begin to contact the designated POC to schedule a day and timeframe that is convenient for them. This ensures that our clients will receive their product as fast as possible with little to no delay in lead time. On the day of the delivery, our client POC will receive a courtesy delivery email from our system that highlights which one of our Service technicians will be making the delivery with his photo and the time of the delivery. Our G|M Service Technicians are Team Members you can trust…to install properly to code and install any brand of furniture that you have ordered.

With the Herman Miller Performance System (HMPS), our partner manufacturer, Herman Miller, started their lean focus in manufacturing—making exactly what customers need, cutting waste, and improving quality and safety scores. It's been such a success that they can tell you the day and time your furniture will arrive within 2 hours of order entry. Your products will arrive on time, error-free, and be right over 99% of the time. That success has prompted Herman Miller to start applying lean principles beyond the shop floor, including their dealers. By taking a lean approach, Herman Miller's dealers reduced installation time for customers by 40% and overall costs by 25%. As a dealer, G|M Business Interiors has implemented the HMPS process of furniture installation utilizing lean methods of movement and task action steps to eliminate redundancy. Following these prescribed processes G|M Business Interiors has reduced our installation time on a workstation by 2 hours on average, saving our client's money on labor costs. We are a continuous improvement company, and we strive to be a "category of one" company. G|M also utilizes the A3 Continual Improvement worksheet where a problem is identified, and a process improvement plan is devised and implemented.

14. Reconfiguration of Existing County Furniture

Our 70+ years of experience in the intricacies of proper disassembly, wrapping, blanketing and transportation of furniture, allows us to perform moves, adds and changes with the highest skill and confidence. Due to the care and concern taken while handling your move, these services ensure your investment will still be worth 100% of its value after completion. To provide additional value, G|M also has a team in place to take inventory of existing product to provide fast and reliable Re-Configuration and Re-Use services when purchasing new product is not desired or feasible. Re-using assets is key to a long-life product cycle. G|M embraces the opportunity to help you re-use assets and is a key differentiator when you are selecting an office furniture dealer to support your needs.

15. Re-upholstery of Existing County Furniture

G|M has long standing working relationships with various re-upholstery professionals throughout Southern California and has completed many extensive re-upholstery projects for large theaters, government meeting halls, libraries, and private industry clients. Re-upholstery services are available for all seating, fabric systems tiles/panels and tack boards.

16. Ergonomics

Most companies know that an ergonomic task chair and properly aligned work surface will result in fewer workers compensation claims, but the study and evolution of ergonomics, and its vast health benefits, does not stop there. Are you versed on the positive effects of "posture-fit" seating, lighting, acoustics, monitor adjustability and proper posture can have on personal wellness?

G|M will identify activities and building functions that would benefit from the application of ergonomics in the selection of appropriate furnishings, equipment, and education. We will actively consult current ergonomics standards and guidelines relevant to the tasks that will be performed in the building, carefully considering the three branches of ergonomics; physical, cognitive, and social, making careful considerations during the planning process to support the user's needs.

17. Optional Services: Respondent may list any online tracking system(s) currently used at Respondent(s) firm capable of tracking customer orders with real-time status updates and/or notification methods and provide a brief description of how it may be utilized by County personnel (This is optional).

Our proprietary operating software "elev8" has been developed to make our communication with our customers natural and seamless. Our workflow is patterned to keep our staff informed about what they need to do for our customers. All input elements are completely accessible by our customers.

Orders are managed and e-mail notifications are generated and sent to our customers, keeping you quietly & politely informed of your order's progress. All documents related to each, and every order are web accessible on our secure, password protected website. Our technology is proprietary and can be adapted to our client needs.

We leverage many technology resources such as:

o Custom Online Request Portal - saves time and provides data for CRM search ability and order tracking

o Web-Based Planning Questionnaire – a proprietary performance-based programming tool that helps us gather information on how work is being performed in relation to organizational goals.

o ePortfolio – proprietary software that enables us to provide multiple product options and budgets within minutes.

o Visualization Tools – Z-Axis, 3D StudioMax & Oculus – our customer will receive drawings, realistic renderings, and potentially virtual reality visualization tools to assist in design, finish, and product selections.

o MyWindow Client Portal - Our client portal provides each client access to order information, tracking and documents in a simple web search format. This is truly where the transparency is provided with up-to-date information on all orders available immediately. Clients will also enjoy links to project specific documentation, various G|M publications, websites, ePortfolio and eAssets accounts.

o PlanGrid – This project management platform is utilized to provide real-time updates and seamless file synching for all documents pertaining to product design and installation. PlanGrid replaces paper blueprints, bringing the benefits of version control to project managers, and is a collaborative platform for sharing project information like field markups, progress photos and punchlist tracking.

All manufacturer acknowledgements are also electronically stored within our system. Having this information within one central system enables us to coordinate deliveries seamlessly and efficiently. We can avoid many additional costs, including double handling due to product arriving to the site too early and the site not being ready, or product not arriving on time and delaying your move in.

11. Other: Respondent shall list any other services/goods that are available. In this section, Respondent(s) must describe additional information related to the services listed in this RFP that Respondent considers relevant/important in evaluating Respondent(s) proposed services.

Note: Respondent shall identify any other requirements for County-furnished equipment, materials, facilities, or County support that shall be necessary to implement the project. County reserves the right to accept or reject any and all requests/requirements for County-Supplied Items and assistance.

G|M will be happy to present our extensive array of on-line services to the County of Orange in one-on-one meetings in person.

Warehousing and Asset Management:

G|M's proprietary asset management program, eAssets (above), is described as "your personal inventory management and eProcurement system". This program was designed to provide vital, detailed asset information required by today's cost-conscious clients. This information helps you make better, more proactive decisions regarding the status and usage of office furniture assets.
Our proprietary bar-coded asset management system was designed to collect, maintain, and report current, accurate data. The use of bar-code technology also greatly increases the speed and accuracy of inventory data collection and provides on-demand asset reporting to answer specific asset-related questions.
In addition to detailed asset management, eAssets also boasts the eProcurement (also above) function, which allows our clients to either purchase from a catalog of standard items or to create budgets for future project planning.

Additional Refurbishment Services

For electrostatic or powder coating metal painting needs, G|M uses trusted partners who have proven track records. Items can be painted on or off-site depending on jobsite conditions and the client's preference. For small touch-ups on metal items such as filing cabinets, painted metal chair frames/legs and systems components, G|M stocks a library of Herman Miller and Knoll touch up paint.
Other refurbishment services available through our alliance partners are wood refinishing, re-laminating work surfaces, window treatment cleaning and glass repair. For more common repair requests, G|M maintains fully stocked service vans with basic parts required and has four full time service technicians. If you have an emergency, we are equipped to perform quickly and thoroughly!

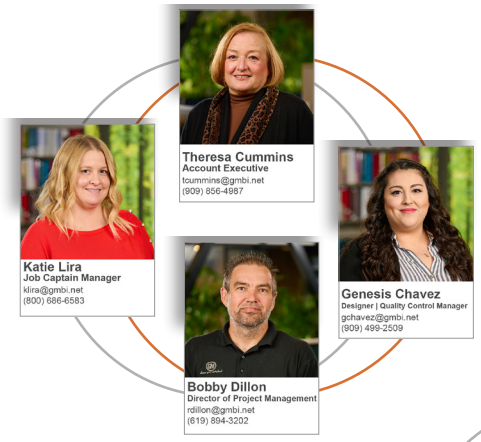
II. KEY PERSONNEL/PROPOSED STAFFING

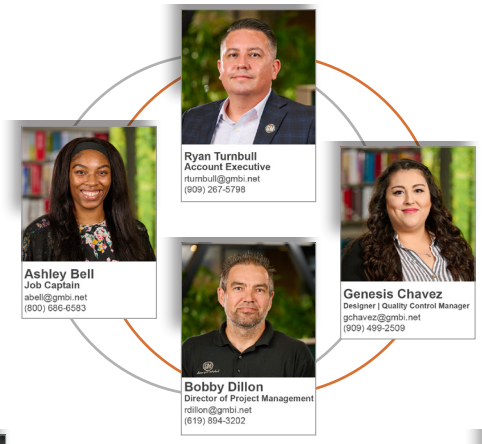
This section of the Proposal should establish the qualifications of the proposed staff to provide the services noted in the Scope of Work. Respondent shall:

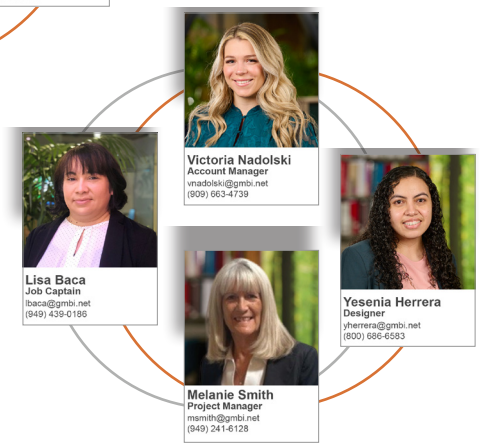
A. Provide the names of key staff, titles, and current staff who may be assigned to Services, including resumes, licenses and certifications held by those individuals, years of related experience, and length of time with the firm. The key personnel information shall be sufficient to provide confirmation to the County that the firm has adequate staff and the ability to assist in Services as needed.

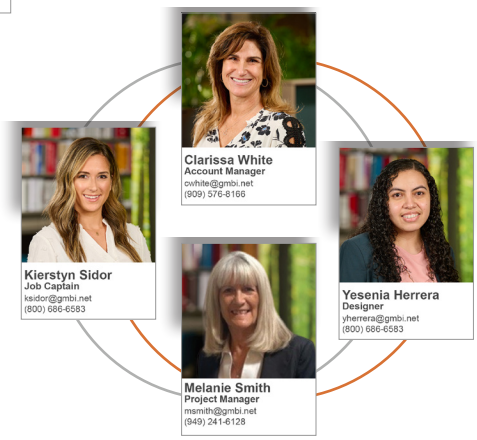
County of Orange

Project & Sales Support









Architecture and Engineering	Theresa Cummins
Assessor	Theresa Cummins
Auditor Controller	Theresa Cummins
Auditor-Controller	Theresa Cummins
Board of Supervisors/Building 14 + 16	Victoria Nadolski
Boards, Commissions & Committees	Theresa Cummins
CEO Office	Theresa Cummins
Child Support Services	Theresa Cummins
Clerk of the Board	Theresa Cummins
Clerk-Recorder	Theresa Cummins
Community Resources	Clarissa White
County Counsel	Theresa Cummins
Dana Point Harbor	Victoria Nadolski
District Attorney	Theresa Cummins
Emergency Operations CTR	Clarissa White
Employee Retirement Systems	Theresa Cummins
Executive Office	Theresa Cummins
Historic Courthouse	Ryan Turnbull
Probation	Clarissa White
Probation	Clarissa White
Probation	Clarissa White
Procurement	Theresa Cummins

Procurement Office	Theresa Cummins
Public Defender	Ryan Turnbull
Public Works	Victoria Nadolski
Public Works	Victoria Nadolski
Publishing Services	Theresa Cummins
Purchasing	Theresa Cummins
Real Estate Services	Theresa Cummins
Registrar of Voters	Theresa Cummins
Research & Development	Theresa Cummins
Risk Management	Theresa Cummins
Sheriff Training Division	Clarissa White
Sheriff	Clarissa White
Sheriff	Clarissa White
Sheriff Coroner	Clarissa White
Sheriff Coroner	Clarissa White
Social Services Agency	Ryan Turnbull
Superior Court	Ryan Turnbull
Treasurer-Tax Collector	Ryan Turnbull
Veterans Affairs	Theresa Cummins
Volunteer & Intern	Victoria Nadolski
Waste + Recycling	Victoria Nadolski
Water District	Victoria Nadolski

*All teams are comprised of 100% G|M Business Interiors employees

THERESA CUMMINS
ACCOUNT EXECUTIVE

Listen carefully to my clients to understand their needs and provide integrated workplace solutions and services that will help a dynamic organization thrive.

To continually expand my knowledge in the field of design.

PROFESSIONAL EXPERIENCE

G | M Business Interiors | Irvine, CA
Account Executive, 1991-Present

Bill Davis Design Group | Salt Lake City, UT
Interior Designer, 1982-1991

EDUCATION

Cal Poly Pomona
BA Interior Design
Pomona, CA
1984

Fashion Institute of Design and Merchandising
Interior Design
Los Angeles, CA
1982

Cajon High School
San Bernardino, CA
1979

PROJECT EXPERIENCE

CSU Long Beach
Inland Regional Center
County of Orange Healthcare
County of Orange Public Works
County of Orange Social Services
County of Orange Sheriff
County of San Bernardino Sheriff
County of San Bernardino DA
County of San Bernardino Environmental Health

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LISA BACA
JOB CAPTAIN

Become an asset with G | M Business Interiors and to continue to grow with the company and gain knowledge to become a professional pro assisting clients.

PROFESSIONAL EXPERIENCE

G | M Business Interiors | Irvine, CA
Job Captain, 2022-Present
Purchasing Assistant, 2019-2022

Aidarex Pharmaceuticals | Corona, CA
Lead Pharmacy Technician, 2012-2019

MTGL Inc. | Riverside, CA
Accounting Clerk, 2008-2010

EDUCATION

Everest College
Ontario, CA
Pharmacy Tech.
2011

Southington High School
Southington, CT
1994

PROJECT EXPERIENCE

County of Orange
County of Riverside
County of San Bernardino
Loma Linda University
RUHS
Irvine Company

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VICTORIA NADOLSKI
ACCOUNT MANAGER

I want to consistently strive to grow and learn to be able to provide the most functional and aesthetically pleasing tailored space to an individual's needs and culture.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Account Manager, 2019-Present

G|M Business Interiors | Riverside, CA
Designer, 2017-2019

EDUCATION

The Art Institute of California
B.S. Interior Design
2016

South Hills High School
West Covina, CA
2010

PROJECT EXPERIENCE

Loma Linda University
California Baptist University
Cal Poly University, Pomona
Cal State Univeristy of Los Angeles
City of Fontana
County of Orange Super Block
City of Yorba Linda
County of Orange Sheriff
County of Orange Community Resources
County of Riverside
Orange County Credit Union
Riverside Unified School District
San Diego State University
Val Verde Unified School District
Yucaipa Valley Water District

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KATIE LIRA
JOB CAPTAIN MANAGER

To provide excellent customer service and build strong customer relationships by being responsive and reliable.

To continually improve my product knowledge so I can always provide the best solutions for our clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Job Captain Manager, 2021-Present
Job Captain Co-Manager, 2017-2021
Account Manager, 2016-2017
AMA Operations Manager, 2014-2016
Account Manager Administrator, 2007-2014
Receptionist, 2006-2007

Action Onsite | Calimesa, CA
Administrative Assistant, 2005-2006

EDUCATION

Canyon Springs High School
Moreno Valley, CA
2004

PROJECT EXPERIENCE

California State University, Dominguez Hills
California Baptist University
City of Fontana
City of Redlands
County of Riverside Dept. of Mental Health
County of Riverside Dept. of Public Services
County of Orange Social Services
County of Orange Super Block
Riverside Community College
Loma Linda University
USCIS
Los Angeles AFB

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CLARISSA WHITE
ACCOUNT MANAGER

Continue to be an active team player for G | M Business Interiors and participate in the company's vision, goals and growth.

To develop the most efficient, accurate, creative and knowledgeable solution for every customer.

PROFESSIONAL EXPERIENCE

G | M Business Interiors | Irvine, CA
Account Manager, 2013-Present

EDUCATION

Cal Poly San Luis Obispo
BS Interior Design
San Diego Obispo, CA

Yuba City High School
Yuba City, CA

PROJECT EXPERIENCE

County of Orange Sheriff
County of Orange Healthcare Agency
County of Orange Public Works
County of Orange Probation
County of Orange Human Resources
County of Orange John Wayne Airport
County of Orange Community Resources
Corona-Norco Unified School District
California State University, Dominguez Hills
Hoag Hospital

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KIERSTYN SIDOR
JOB CAPTAIN

To always conduct myself in a professional manner while responding promptly to all customer needs via email/phone call in a positive attitude. To understand the inner working of G | M and all its departments so I can further better myself in all aspects of this company.

PROFESSIONAL EXPERIENCE

G | M Business Interiors | Riverside, CA
Job Captain, 2015-Present

USI Consulting | Redlands, CA
Administrative Assistant, 2015

Fleur Salon | Yucaipa, CA
Manager/Personal Assistant, 2013-2015

EDUCATION

California State University of San Bernardino
B.A. Liberal Studies
San Bernardino
2013

Redlands East Valley
Redlands, CA
2009

PROJECT EXPERIENCE

County of Orange Healthcare Agency
County of Orange Social Services
Cal State Long Beach
U.S. District Courts
State Compensation Insurance Funding
St. Joseph
County of San Bernardino Human Services
County of San Bernardino Museum
USCIS
Los Angeles Airforce Base
County of San Bernardino Fire

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RYAN TURNBULL
ACCOUNT EXECUTIVE

Manage a project team that provides superior customer service and communication which exceeds client expectations.

To enhance the culture, function, aesthetics and overall well-being of work environments.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Account Executive, 2008-Present

Yocum Business Furnishings | Riverside, CA
Account Manager, 2006-2008

American Furniture Systems | Riverside, CA
Account Manager, 2003-2006

EDUCATION

Whittier College
BA Business Administration
Whittier, CA
1999

Don Bosco Technical Institute
Rosemead, CA
1995

PROJECT EXPERIENCE

USCIS
US District Courts
US Customs & Immigration Services
Los Angeles AFB
Federal Drug Administration
Department of Justice
City of Los Angeles
County of San Bernardino Human Services
County of Orange Social Services
State Compensation Insurance Fund

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ASHLEY BELL
JOB CAPTAIN

To have efficient and thorough communication with the members on my microteam by communicating on a consistent basis.

To enhance and build strong customer relationships by providing excellent customer service to clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Job Captain, 2016-Present

Pittsburg State Student Rec. Center | Pittsburg, KS
Information Services Assistant, 2015

YMCA Star Aquila Volleyball Club | Pittsburg, KS
CO-Head Coach, 2013-2015

EDUCATION

Pittsburg State University
BA Communications
Pittsburg, KS
2015

Perris High School
Perris, CA
2011

PROJECT EXPERIENCE

Altura Credit Union
Loma Linda University Medical Center
County of Riverside Department of Mental Health
County of Riverside Human Resources
Edwards Air Force Base
County of San Bernardino Fire
County of San Bernardino Board of Supervisors
County of San Bernardino Public Defender
HUB International
Inland Regional Center

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GENESIS CHAVEZ

DESIGNER | QUALITY CONTROL MANAGER

To always provide exceptional, thorough, and organized service for my teammates, our client, and management.

To always strive for greatness and learn all I can to be able to be a great asset to myself, our clients, and G|M.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Quality Control Manager, 2019-Present
Designer, 2017-2019

Papa Johns | Fontana, CA
Assistant Manager, 2014-2016

The Cosmetics Company Store | Ontario, CA
Key Holder, 2013-2017

EDUCATION

The Art Institute of California
BS Interior Design
San Bernardino, CA
2017

AB Miller High School
Fontana, CA
2012

PROJECT EXPERIENCE

County of San Bernardino Sheriff
County of Orange Healthcare Agency
City of Indio
City of Riverside
Riverside Unified School District
The Winston School
Val Verde Unified School District
Hoag Hospital
County of Riverside Superior Courts
County of Riverside Mental Health

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YESENIA HERRERA

DESIGNER

To design a space that will be functional, aesthetically pleasing and well-suited to our client's needs.

To continue to grow with G|M Business Interiors while absorbing all product knowledge to provide the best solutions for our clients.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Riverside, CA
Designer, 2017-Present
Digital Marketing Librarian, 2016-2017

EDUCATION

The Art Institute of California
BS Interior Design
San Bernardino, CA
2016

Rialto High School
Rialto, CA
2012

PROJECT EXPERIENCE

Animal Emergency Clinic
California State University, Long Beach
Chaffey Federal Credit Union
City of Riverside
City of Rosemead
County of Orange Community Resources
County of Orange Healthcare Agency
County of Orange Social Services Agency
County of San Bernardino Auditor-Controller
County of San Diego Sheriff
County of Riverside Superior Courts
Inland Empire Liver Foundation
Riverside Unified School District
San Manuel Band of Mission Indians
RGP

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BOBBY DILLON
PROJECT MANAGER

I take pride in providing the best customer service I can every day. It's important to me to be a trusted advisor to my customers. In order to become a trusted advisor, I make constant improvement a part of my daily life. Everyday is an opportunity to be better than the day before.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Director of Project Management
Project Manager, 2021-2022

Hoag Presbyterian Hospital | Newport Beach, CA
Senior Logistics Specialists, 2013-2021

Tangram Interiors | Santa Fe Springs, CA
Project Manager, 1994-2012

EDUCATION

Lakewood High School
Lakewood, CA
1994

PROJECT EXPERIENCE

Hoag Irvine Labor and Delivery Unit
Hoag Newport Coast Urgent Care
Hoag Acute Rehabilitation
Hoag James Irvine Surgery Center to COVID patient care center
Verizon Thousand Oakes Headquarters
Scan Healthcare
Bank of America

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MELANIE SMITH
PROJECT MANAGER

My goal is to provide a successful, on-time project by being proactive and listening to the client's needs.

I find each project is unique and provides not only an opportunity to build on past experience, but to learn and grow.

PROFESSIONAL EXPERIENCE

G|M Business Interiors | Irvine, CA
Project Manager, 2022-Present

Western Office | Los Angelese, CA
Project Manager, 2012-2022

Tangram Interiors | Santa Fe Springs, CA
Project Manager, 1995-2003

EDUCATION

University of California, Irvine
Bachelors of Fine Arts
Irvine, CA

PROJECT EXPERIENCE

Disney Studios, Burbank
Automobile Club of Southern California, Costa Mesa
Delta Dental, Washington
UCLA Medical Center, Los Angeles
Adaptive Biotechnologies, Seattle WA
Pitchbook Data - Seattle, San Francisco, New York, London
Milbank LLP, Los Angeles
Mitchell Silberberg & Knupp, Los Angeles

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B. Identify subcontractors (if any) that will be assigned to perform services listed in the Scope of Services – see Attachment D, Subcontractor(s).

III. AVAILABILITY TO PERFORM SERVICES

This section should include such items as; statement of commitment of ability/availability to perform Services to the County, proposed methods of approaching/completing Services, identification/ acknowledgement of adequate staff, resource allocations, and other solutions by the Respondent to provide/accomplish Services to the County as described in Attachment A, Scope of Work of the Model Contract.

Based on our response in Part 3, we commit to our ability and availability to perform services to the County.

IV. ORGANIZATION/COMPLETENESS OF RESPONSE

V. DEGREE OF COMPLIANCE WITH THE COUNTY'S MODEL CONTRACT

Respondents submitting exceptions to the County Model Contract in Section III of this RFP.

G|M agrees that it can meet all County expectations, contract terms, compliance, conditions, attachments, exhibits and terms at the 100% level. G|M has never failed to complete any contract and are proud of our track record and successful past performance.

VI. COST PROPOSAL

Respondents are to complete and submit Attachment C - Fees/Pricing of the Model Contract.

1. Pricing Schedule breakdown:

- I. Furniture
- II. Free-standing/Modular/Case Goods Furniture
- III. Filing/Filing Systems Furniture
- IV. Seating Furniture
- V. Library, Lobby and Other Furniture
- VI. Ergonomic Furniture
- VII. Additional/Special Pricing Schedule

The method of scoring will be based off the "Discount Off List". Using the average percentage, in this method, the proposal with the highest average percentage discount receives the maximum points allowed for this criterion. All other proposals receive a percentage of the points available based on their average percentage relationship to the highest average percentage discount proposal.

2. Rebate

Respondent shall state any additional rebates offered based on aggregate yearly sales during the contract term, per calendar year.

The method of scoring will be based on the average rebates offered.

ATTACHMENT C
FEES/PRICING

I. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.
Total volume for all categories last year was approximately $7.9 million.*

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Herman Miller/Knoll	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If offering more than on manufacture, please include a pricing schedule for each manufacture. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	AO1/AO2-Panels/Components	Herman Miller	6-8 Weeks	67.73%	67.73%
2.	Burdick Group	Herman Miller	6-8 Weeks	37.33%	37.33%
3.	Canvas Channel/Dock	Herman Miller	6-8 Weeks	68.27%	68.27%
4.	Canvas Group	Herman Miller	6-8 Weeks	68.27%	68.27%
5.	Canvas Metal Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
6.	Canvas Wood Storage	Herman Miller	6-8 Weeks	68.27%	68.27%
7.	Canvas Office Landscape Metal Desk	Herman Miller	6-8 Weeks	68.27%	68.27%
8.	Canvas Private Office	Herman Miller	6-8 Weeks	68.27%	68.27%
9.	Canvas Wall	Herman Miller	6-8 Weeks	68.27%	68.27%
10.	Canvas Vista	Herman Miller	6-8 Weeks	68.27%	68.27%
11.	Co/Struc	Herman Miller	6-8 Weeks	41.03%	41.03%
12.	Energy Distribution	Herman Miller	6-8 Weeks	66.73%	66.73%
13.	Ergo Comp Furniture	Herman Miller	6-8 Weeks	36.72%	36.72%
14.	Ethospace	Herman Miller	6-8 Weeks	67.73%	67.73%
15.	Generic	Herman Miller	6-8 Weeks	65.78%	65.78%
16.	Healthcare Action Lab	Herman Miller	6-8 Weeks	41.03%	41.03%
17.	Layout Studio	Herman Miller	6-8 Weeks	40.59%	40.59%
18.	Textiles	Herman Miller	6-8 Weeks	66.33%	66.33%
19.	Autostrada	Knoll	6-8 Weeks	67.67%	67.67%
20.	Antenna	Knoll	6-8 Weeks	67.67%	67.67%
21.	COT	Knoll	6-8 Weeks	67.67%	67.67%
22.	Currents	Knoll	6-8 Weeks	67.67%	67.67%
23.	Dividends	Knoll	6-8 Weeks	67.67%	67.67%
24.	Reff	Knoll	6-8 Weeks	67.67%	67.67%
25.	KBench	Knoll	6-8 Weeks	67.67%	67.67%

ATTACHMENT C (CON'T)
RESPONDENT FEES

PRICING SCHEDULE –FREE-STANDING/MODULAR/CASE GOODS FURNITURE

II. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Accessories	Herman Miller	6-8 Weeks	69.23%	69.23%
2.	AGL Tables	Herman Miller	6-8 Weeks	35.10%	35.10%
3.	Commend	Herman Miller	6-8 Weeks	56.98%	56.98%
4.	Compass	Herman Miller	6-8 Weeks	41.65%	41.65%
5.	Eames Tables	Herman Miller	6-8 Weeks	63.10%	63.10%
6.	Eames Stone & Outdoor Tables	Herman Miller	6-8 Weeks	47.45%	47.45%
7.	Everywhere	Herman Miller	6-8 Weeks	62.48%	62.48%
8.	Headway Tables	Herman Miller	6-8 Weeks	62.21%	62.21%
9.	Healthcare Carts	Herman Miller	6-8 Weeks	5.84%	5.84%
10.	Healthcare Casework	Herman Miller	6-8 Weeks	35.29%	35.29%
11.	Innovative Products	Herman Miller	6-8 Weeks	36.72%	36.72%
12.	International Collection	Herman Miller	6-8 Weeks	44.69%	44.69%
13.	Intersect Portfolio	Herman Miller	6-8 Weeks	43.69%	43.69%
14.	Lighting	Herman Miller	6-8 Weeks	67.23%	67.23%
15.	Modern Classics	Herman Miller	6-8 Weeks	39.79%	39.79%
16.	Mora	Herman Miller	6-8 Weeks	46.15%	46.15%
17.	Motia	Herman Miller	6-8 Weeks	60.33%	60.33%
18.	Nelson Basic Cabinet Series	Herman Miller	6-8 Weeks	35.10%	35.10%
19.	Nelson Lighting	Herman Miller	6-8 Weeks	37.10%	37.10%
20.	Nelson Tables	Herman Miller	6-8 Weeks	37.10%	37.10%
21.	Nevi Link Height Adj Bench	Herman Miller	6-8 Weeks	58.95%	58.95%
22.	Nevi Sit to Stand Tables	Herman Miller	6-8 Weeks	58.95%	58.95%
23.	OE1 Boundary	Herman Miller	6-8 Weeks	56.27%	56.27%
24.	OE1 Micro Packs	Herman Miller	6-8 Weeks	58.42%	58.42%
25.	OE1 Storage	Herman Miller	6-8 Weeks	56.27%	56.27%

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	OE1 Tables & Benching	Herman Miller	6-8 Weeks	58.42%	58.42%
27.	Overlay	Herman Miller	6-8 Weeks	42.45%	42.45%
28.	Plex	Herman Miller	6-8 Weeks	35.80%	35.80%
29.	Prospect	Herman Miller	6-8 Weeks	46.45%	46.45%
30.	Public	Herman Miller	6-8 Weeks	44.69%	44.69%
31.	Q Tables	Herman Miller	6-8 Weeks	55.96%	55.96%
32.	Renew Link	Herman Miller	6-8 Weeks	62.30%	62.30%
33.	Renew Tables	Herman Miller	6-8 Weeks	62.30%	62.30%
34.	Islands	Knoll	6-8 Weeks	49.23%	49.23%
35.	K Base	Knoll	6-8 Weeks	67.17%	67.17%
36.	K Screen	Knoll	6-8 Weeks	68.52%	68.52%
37.	K Stand	Knoll	6-8 Weeks	66.52%	66.52%
38.	Knoll Extra	Knoll	6-8 Weeks	53.76%	53.76%
39.	Knoll Studio	Knoll	6-8 Weeks	46.69%	46.69%
40.	Muuto	Knoll	6-8 Weeks	18.71%	18.71%
41.	Pixel Tables	Knoll	6-8 Weeks	49.49%	49.49%
42.	Propeller	Knoll	6-8 Weeks	48.34%	48.34%
43.	Rockwell Unscripted	Knoll	6-8 Weeks	46.73%	46.73%
44.	Template	Knoll	6-8 Weeks	67.52%	67.52%
45.	Tone	Knoll	6-8 Weeks	68.52%	68.52%
46.	All	Bernhardt	12-14 Weeks	34.19%	34.19%
47.	All	BRC	12-14 Weeks	57.96%	57.96%
48.	All	Coalesse	12-14 Weeks	37.72%	37.72%
49.	All	Creative Wood	12-14 Weeks	35.84%	35.84%
50.	All	Deskmakers	8-10 Weeks	52.44%	52.44%
51.	All	Enwork	8-10 Weeks	56.74%	56.74%
52.	All	ERG	8-10 Weeks	40.12%	40.12%
53.	All	Falcon Products	8-10 Weeks	38.59%	38.59%
54.	All	Forms & Surfaces	12-14 Weeks	Quote	Quote
55.	All	Fulbright	8-10 Weeks	43.55%	43.55%
56.	Casegoods, Tables, Seating	Geiger	12-14 Weeks	39.58%	39.58%
57.	Axon, Domino	Geiger	12-14 Weeks	32.22%	32.22%
58.	All	Global Furniture	8-10 Weeks	40.79%	40.79%
59.	All	Halcon	12-14 Weeks	29.49%	29.49%
60.	Casegoods & Tables	Haskell	12-14 Weeks	33.79%	33.79%
61.	Lateral-Verticals	HBF	12-14 Weeks	33.79%	33.79%
62.	Systems/Peds	Hon	6-8 Weeks	47.36%	47.36%
63.	All	Hon	6-8 Weeks	47.36%	47.36%
64.	All	Hon	6-8 Weeks	47.36%	47.36%
65.	All	In2Design	8-10 Weeks	39.92%	39.92%
66.	All	Janus et Cie	12-14 Weeks	40.79%	40.79%
67.	All	Kannoa	12-14 Weeks	Quote	Quote
68.	All	Krug	8-10 Weeks	43.55%	43.55%
69.	All	Landscape Forms	12-14 Weeks	Quote	Quote

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF	QUICK SHIP OFF
70.	All	Malik	12-14 Weeks	34.79%	34.79%
71.	All	Maverick	6-8 Weeks	48.53%	48.53%
72.	All	National	8-10 Weeks	52.36%	52.36%
73.	All	Naughtone	8-10 Weeks	40.10%	40.10%
74.	All	Nemschoff	8-10 Weeks	44.10%	44.10%
75.	All	Neocase	12-14 Weeks	32.79%	32.79%
76.	All	Nevers	12-14 Weeks	42.10%	42.10%
78.	All	Nevins	12-14 Weeks	42.35%	42.35%
79.	All	Nienkamper	12-14 Weeks	40.79%	40.79%
80.	All	Nucraft	12-14 Weeks	43.55%	43.55%
81.	All	OFS	8-10 Weeks	50.62%	50.62%
82.	All	Prismatique	12-14 Weeks	33.79%	33.79%
83.	All	Sauder	12-14 Weeks	33.79%	33.79%
84.	All	Smart Desks	12-14 Weeks	33.79%	33.79%
85.	All	SmartSpace	12-14 Weeks	40.79%	40.79%
86.	All	Surface Works	12-14 Weeks	41.08%	41.08%
87.	All	Three H	12-14 Weeks	49.56%	49.56%
88.	All	Tropitone	12-14 Weeks	Quote	Quote
89.	All	Versteel	8-10 Weeks	39.69%	39.69%
90.	All	Virco	8-10 Weeks	49.81%	49.81%
91.	All	Vitra	8-10 Weeks	33.72%	33.72%
92.	All	Watson	12-14 Weeks	44.74%	44.74%
93.	All	WCI Outdoor	12-14 Weeks	40.79%	40.79%
94.	All	West Coast Industries WCI	12-14 Weeks	38.04%	38.04%

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE –FILING/FILING SYSTEMS FURNITURE

III. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million.*

*Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	C-Style Overhead	Herman Miller	6-8 Weeks	64.28%	64.28%
2.	Keys/Locks	Herman Miller	6-8 Weeks	68.23%	68.23%
3.	Meridian Towers	Herman Miller	6-8 Weeks	48.60%	48.60%
4.	Meridian Laterals	Herman Miller	6-8 Weeks	52.47%	52.47%
5.	Meridian Pedestals	Herman Miller	6-8 Weeks	48.60%	48.60%
6.	Meridian Storage Cases/Bookcases	Herman Miller	6-8 Weeks	48.60%	48.60%
7.	Meridian Unity Lateral File	Herman Miller	6-8 Weeks	48.60%	48.60%
8.	Quadrant Storage Towers	Herman Miller	6-8 Weeks	55.96%	55.96%
9.	Tu Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
10.	Tu Pedestals	Herman Miller	6-8 Weeks	60.89%	60.89%
11.	Tu Storage	Herman Miller	6-8 Weeks	60.89%	60.89%
12.	Tu Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
13.	Tu Wood Cases	Herman Miller	6-8 Weeks	60.89%	60.89%
14.	Tu Wood Credenzas	Herman Miller	6-8 Weeks	60.89%	60.89%
15.	Tu Wood Cubbies	Herman Miller	6-8 Weeks	60.89%	60.89%
16.	Tu Wood Laterals	Herman Miller	6-8 Weeks	60.89%	60.89%
17.	Tu Wood Peds	Herman Miller	6-8 Weeks	60.89%	60.89%
18.	Tu Wood Towers	Herman Miller	6-8 Weeks	60.89%	60.89%
19.	Anchor	Knoll	6-8 Weeks	68.02%	68.02%
20.	Calibre	Knoll	6-8 Weeks	57.60%	57.60%
21.	Quoin	Knoll	6-8 Weeks	68.02%	68.02%
22.	All	Aurora	8-10 Weeks	27.65%	27.65%
23.	All	Fire-King	8-10 Weeks	40.79%	40.79%
24.	All	Korden	8-10 Weeks	43.55%	43.55%
25.	All	Lyon Workspace	8-10 Weeks	9.25%	9.25%

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	All	Magnuson Group	12-14 Weeks	**26.65%**	**26.65%**
27.	All	Marathon	12-14 Weeks	**Quote**	**Quote**
28.	All	McMurray Stern	12-14 Weeks	**Quote**	**Quote**
29.	All	Memo	12-14 Weeks	**37.60%**	**37.60%**
30.	All	MergeWorks	12-14 Weeks	**40.79%**	**40.79%**
31.	All	RichardsWilscox-	12-14 Weeks	**38.92%**	**38.92%**
32.	All	Spacesaver	12-14 Weeks	**Quote**	**Quote**
33.	All	SpaceStor	12-14 Weeks	**40.79%**	**40.79%**
34.	All	Western Pacific	12-14 Weeks	**40.79%**	**40.79%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE –SEATING FURNITURE

IV. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Aeron Chairs	Herman Miller	6-8 Weeks	**50.26%**	**50.26%**
2.	American Leather	Herman Miller	6-8 Weeks	**35.10%**	**35.10%**
3.	Aside	Herman Miller	6-8 Weeks	**47.65%**	**47.65%**
4.	Caper	Herman Miller	6-8 Weeks	**47.87%**	**47.87%**
5.	ColourFrom Sofa Group	Herman Miller	8-10 Weeks	**35.10%**	**35.10%**
6.	Cosm	Herman Miller	6-8 Weeks	**48.65%**	**48.65%**
7.	Eames Molded Plastic & Wire	Herman Miller	8-10 Weeks	**40.29%**	**40.29%**
8.	Eames Aluminum	Herman Miller	8-10 Weeks	**37.60%**	**37.60%**
9.	Eames Lounge & Classical	Herman Miller	8-10 Weeks	**37.33%**	**37.33%**
10.	Eames Tandem	Herman Miller	8-10 Weeks	**37.30%**	**37.30%**
11.	Embody	Herman Miller	6-8 Weeks	**46.81%**	**46.81%**
12.	Goetz Sofa	Herman Miller	8-10 Weeks	**34.80%**	**34.80%**
13.	Hay	Herman Miller	8-10 Weeks	**43.24%**	**43.24%**
14.	Keyn	Herman Miller	6-8 Weeks	**42.63%**	**42.63%**
15.	Limerick	Herman Miller	6-8 Weeks	**44.92%**	**44.92%**
16.	Lino	Herman Miller	6-8 Weeks	**47.42%**	**47.42%**
17.	Magis	Herman Miller	6-8 Weeks	**37.72%**	**37.72%**
18.	Mirra 2	Herman Miller	6-8 Weeks	**50.02%**	**50.02%**
19.	Naughtone	Herman Miller	8-10 Weeks	**40.10%**	**40.10%**
20.	Portrait	Herman Miller	6-8 Weeks	**33.62%**	**33.62%**
21.	Pronta	Herman Miller	6-8 Weeks	**45.92%**	**45.92%**
22.	Sayl	Herman Miller	6-8 Weeks	**48.65%**	**48.65%**
23.	Setu	Herman Miller	6-8 Weeks	**46.81%**	**46.81%**
24.	Stools	Herman Miller	6-8 Weeks	**35.80%**	**35.80%**
25.	Striad	Herman Miller	8-10 Weeks	**37.60%**	**37.60%**

ATTACHMENT C (CON'T)

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	Swoop	Herman Miller	8-10 Weeks	40.44%	40.44%
27.	Valor	Herman Miller	6-8 Weeks	43.10%	43.10%
28.	Verus	Herman Miller	6-8 Weeks	48.65%	48.65%
29.	Whisk	Herman Miller	6-8 Weeks	43.10%	43.10%
30.	Chadwick	Knoll	6-8 Weeks	56.41%	56.41%
31.	Generation	Knoll	6-8 Weeks	56.41%	56.41%
32.	Life	Knoll	6-8 Weeks	56.41%	56.41%
33.	ReGeneration	Knoll	6-8 Weeks	56.41%	56.41%
34.	Remix	Knoll	6-8 Weeks	56.41%	56.41%
35.	Toboggan	Knoll	6-8 Weeks	56.41%	56.41%
36.	K. Lounge	Knoll	8-10 Weeks	50.23%	50.23%
37.	K.Task	Knoll	6-8 Weeks	50.49%	50.49%
38.	Ollo	Knoll	6-8 Weeks	51.58%	51.58%
39.	MultiGen	Knoll	6-8 Weeks	53.58%	53.58%
40.	Moment	Knoll	6-8 Weeks	51.49%	51.49%
41.	All	9 to 5 Seating	6-8 Weeks	51.46%	51.46%
42.	All	Aceray	12-14 Weeks	33.79%	33.79%
43.	All	Allermuir	8-10 Weeks	37.55%	37.55%
44.	All	Allseating	6-8 Weeks	48.99%	48.99%
45.	All	American Seating	8-10 Weeks	39.79%	39.79%
46.	All	Arcadia	8-10 Weeks	47.71%	47.71%
47.	All	Arconas	12-14 Weeks	40.98%	40.98%
48.	All	Borgo	12-14 Weeks	33.79%	33.79%
49.	All	Cab Deco	12-14 Weeks	26.65%	26.65%
50.	All	Cabot Wrenn	12-14 Weeks	33.79%	33.79%
51.	All	Campbell Contract	12-14 Weeks	33.79%	33.79%
52.	All	Cape Contract	12-14 Weeks	33.79%	33.79%
53.	All	Carolina	8-10 Weeks	49.91%	49.91%
54.	All	Cramer	12-14 Weeks	40.79%	40.79%
55.	All	Cumberland	12-14 Weeks	33.79%	33.79%
56.	All	Dauphin	12-14 Weeks	37.94%	37.94%
57.	All	Davis	12-14 Weeks	34.79%	34.79%
58.	All	Dedon	12-14 Weeks	Quote	Quote
59.	All	ECD	12-14 Weeks	54.06%	54.06%
60.	All	Encore	8-10 Weeks	53.22%	53.22%
61.	All	Faustino's	6-8 Weeks	46.92%	46.92%
62.	All	H Contract	12-14 Weeks	33.79%	33.79%
63.	All	Hightower	12-14 Weeks	27.65%	27.65%
64.	Seating	Hon	6-8 Weeks	47.36%	47.36%
65.	Seating	Humanscale	6-8 Weeks	51.72%	51.72%
66.	Side Seating	Humanscale	6-8 Weeks	43.72%	43.72%
67.	All	JSI	8-10 Weeks	39.92%	39.92%
68.	All	Kusch Co	8-10 Weeks	33.79%	33.79%
69.	All	La Z Boy	8-10 Weeks	36.94%	36.94%
70.	All	Leland	12-14 Weeks	33.79%	33.79%

ATTACHMENT C (CON'T)

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN WEEKS)	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
71.	All	Lesro	8-10 Weeks	**41.92%**	**41.92%**
72.	All	Martin Brattrud	12-14 Weeks	**36.39%**	**36.39%**
73.	All	Nemschoff	8-10 Weeks	**44.10%**	**44.10%**
74.	All	Norix	12-14 Weeks	**32.79%**	**32.79%**
75.	All	OCI-Sitwell	8-10 Weeks	**47.39%**	**47.39%**
76.	All	Office Master	8-10 Weeks	**38.79%**	**38.79%**
78.	All	RFM Seating	8-10 Weeks	**49.37%**	**49.37%**
79.	All	Sandler	8-10 Weeks	**35.29%**	**35.29%**
80.	All	Segis	8-10 Weeks	**35.29%**	**35.29%**
81.	All	Sit On It	6-8 Weeks	**51.12%**	**51.12%**
82.	All	Sitmatic	6-8 Weeks	**47.92%**	**47.92%**
83.	All	Source International	8-10 Weeks	**40.10%**	**40.10%**
84.	All	Spec Furniture	8-10 Weeks	**36.79%**	**36.79%**
85.	All	Stylex	8-10 Weeks	**35.29%**	**35.29%**
86.	All	Tenjam	12-14 Weeks	**40.79%**	**40.79%**
87.	All	Tuohy	12-14 Weeks	**35.21%**	**35.21%**
88.	All	Via	6-8 Weeks	**49.39%**	**49.39%**
89.	All	Westin-Nielsen	12-14 Weeks	**33.79%**	**33.79%**
90.	All	Wieland	12-14 Weeks	**38.79%**	**38.79%**
91.	All	Zoom	12-14 Weeks	**45.45%**	**45.45%**

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE –LIBRARY, LOBBY AND OTHER FURNITURE

V. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Exclave Performance Gear	Herman Miller	6-8 Weeks	**44.50%**	**44.50%**
2.	Formwork	Herman Miller	6-8 Weeks	**43.69%**	**43.69%**
3.	Intent	Herman Miller	6-8 Weeks	**44.92%**	**44.92%**
4.	Objects	Herman Miller	6-8 Weeks	**35.10%**	**35.10%**
5.	All	Agati	8-10 Weeks	**27.65%**	**27.65%**
6.	All	APCO Signage	8-10 Weeks	**Quote**	**Quote**
7.	All	Appenx	6-8 Weeks	**44.52%**	**44.52%**
8.	All	Art Design Resources	6-8 Weeks	**Quote**	**Quote**
9.	All	BuzziSpace	8-10 Weeks	**29.65%**	**29.65%**
10.	All	Claridge	8-10 Weeks	**30.92%**	**30.92%**
11.	All	Clarus	8-10 Weeks	**24.79%**	**24.79%**
12.	All	Connectrac	6-8 Weeks	**13.10%**	**13.10%**
13.	All	Egan Visual	6-8 Weeks	**27.79%**	**27.79%**
14.	All	Environamics	8-10 Weeks	**Quote**	**Quote**
15.	All	Framery	8-10 Weeks	**Quote**	**Quote**
16.	All	Frasch Acoustical	8-10 Weeks	**49.16%**	**49.16%**
17.	All	Games for Fun	8-10 Weeks	**Quote**	**Quote**
18.	All	Ghent	6-8 Weeks	**40.79%**	**40.79%**
19.	All	GMBI DIV13DIRTT	6-8 Weeks	**Quote**	**Quote**
20.	All	Great American Art	8-10 Weeks	**Quote**	**Quote**
21.	All	Gressco	12-14 Weeks	**Quote**	**Quote**
22.	Task Lights	Humanscale	6-8 Weeks	**55.14%**	**55.14%**
23.	All	Keilhauer	12-14 Weeks	**40.79%**	**40.79%**
24.	All	Kimball	8-10 Weeks	**44.96%**	**44.96%**
25.	All	Koncept Lighting	6-8 Weeks	**40.79%**	**40.79%**

ATTACHMENT C (CON'T)
RESPONDENT FEES

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
26.	All	Krueger Intl KI	6-8 Weeks	38.04%	38.04%
27.	All	Lawrence Metal	6-8 Weeks	15.38%	15.38%
28.	All	Lencore	6-8 Weeks	Quote	Quote
29.	All	LightCorp	6-8 Weeks	45.32%	45.32%
30.	All	Loftwall	6-8 Weeks	36.51%	36.51%
31.	All	Nook	6-8 Weeks	Quote	Quote
32.	All	Oscar Industries	6-8 Weeks	Quote	Quote
33.	All	Peter Pepper	6-8 Weeks	35.79%	35.79%
34.	All	Safco	6-8 Weeks	39.72%	39.72%
35.	All	Starin	6-8 Weeks	Quote	Quote
36.	All	Take Form	6-8 Weeks	9.11%	9.11%
37.	All	Tate Access Floors	6-8 Weeks	Quote	Quote
38.	All	Tuuci	8-10 Weeks	33.79%	33.79%

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE – ERGONOMIC FURNITURE

VI. Submit current catalog off list prices. The contract prices for goods under this contract will be the price derived by multiplying the list price by a standard discount.

All pricing shall include labor and Freight costs.

Total volume for all categories last year was approximately $7.9 million. *

**Based on all current County Systems/Free-Standing/Filing Systems/Seating and Installation Service contracts.*

Manufacturers	**Percentage discount for Manufacturer's Price List**	
Various	Discount off of list	See Below %
	Quick Ship	See Below %

If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies if different. If ordering more than one manufacture, please include a pricing schedule for each manufacturer. *Use additional sheets if needed.*

ITEM NO	SERIES	BRAND	ESTIMATED DELIVERY TIME (IN	DISCOUNT OFF LIST	QUICK SHIP OFF LIST
1.	Thrive Global	Herman Miller	6-8 Weeks	53.28%	53.28%
2.	Thrive Portfolio	Herman Miller	6-8 Weeks	50.83%	50.83%
3.	Thrive Portfolio CBS	Herman Miller	6-8 Weeks	50.83%	50.83%
4.	All	GMBI Elevate	3-4 Weeks	64.25%	64.25%
5.	All	ESI	6-8 Weeks	51.83%	51.83%
6.	Cable Management	Humanscale	6-8 Weeks	54.59%	54.59%
7.	CPU Holders	Humanscale	6-8 Weeks	62.32%	62.32%
8.	Ergo Accessories	Humanscale	6-8 Weeks	56.25%	56.25%
9.	HA Counterbalance	Humanscale	6-8 Weeks	47.41%	47.41%
10.	HA Electric	Humanscale	6-8 Weeks	56.93%	56.93%
11.	HA Worktable Electric	Humanscale	6-8 Weeks	54.04%	54.04%
12.	Keyboard Tray Systems	Humanscale	6-8 Weeks	60.66%	60.66%
13.	Monitor Arms & Access Rails	Humanscale	6-8 Weeks	63.40%	63.40%
14.	Sit/Stand Portable	Humanscale	6-8 Weeks	40.79%	40.79%
15.	Tech Products	Humanscale	6-8 Weeks	54.04%	54.04%
16.	All	Ideas At Work	6-8 Weeks	54.01%	54.01%
17.	All	Right Angle Products	6-8 Weeks	42.85%	42.85%
18.	All	Workrite	6-8 Weeks	45.63%	45.63%

ATTACHMENT C (CON'T)
RESPONDENT FEES
PRICING SCHEDULE – ADDITIONAL/SPECIAL SERVICES

VII. Submit additional/special services prices below.

A. Reconfiguration and Labor Charges:*Charge for reconfiguring any manufacturer's furniture at the request of the County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	**AFTER HOURS** MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	**WEEKEND/HOLIDAY** ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$49.00**	**$59.00**	**$59.00/$69.00**
NON-PREVAILING WAGE PER HOUR	**$43.00**	**$53.00**	**$53.00/$63.00**

*This shall only apply when reconfiguring existing County furniture.

B. Design Services: Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	**AFTER HOURS** MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	**WEEKEND/HOLIDAY** ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$55.00**	**$55.00**	**N/A**
NON-PREVAILING WAGE PER HOUR	**$55.00**	**$55.00**	**N/A**

C. Space Planning: Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	**AFTER HOURS** MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	**WEEKEND/HOLIDAY** ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**N/A**
NON-PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**N/A**

D. Special Project Management: Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	REGULAR HOURS MONDAY - FRIDAY 8:00 AM TO 5:00PM (PST)	AFTER HOURS MONDAY - FRIDAY 5:01 PM - 7:59 AM (PST)	WEEKEND/HOLIDAY ALL DAY (PST)
PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**$75.00/$95.00**
NON-PREVAILING WAGE PER HOUR	**$75.00**	**$75.00**	**$75.00/$95.00**

E. Warehouse Cost: Respondent is to provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Respondent shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (AFTER 30-DAYS) PER DAY, PER VAULT, PER PALLET, PER SQUARE "FT"	WAREHOUSEMAN HOURLY RATE (AFTER 30-DAYS)
$95.00 PER BAY 12 X 4 X 6 =288 CU FT	**$39.00**

F. Additional Product/Services

At the request of Agency/Department(s), Respondent shall submit a written quote for requested goods/services, to include but not be limited to:

a) Express Shipping *

b) Other Custom Related Services

**Delivery shall be coordinated between requesting department(s) and Respondent.*

2. Rebates

Respondent shall state any additional rebates offered based on aggregate yearly sales during the contract term, per calendar year. Payment of rebate shall be determined after award. For example:

A. G|M Rebate:

ITEM NO	AGGREGATE TOTAL	REBATE %
1.	Purchases from $1.00 to $999,999.99	1.00%
2.	Purchases exceeding $1,000,000.00	2.00%
3.	Purchases exceeding $2,00,000.00	3.00%
4.	Purchases exceeding $3,500,000.00 or more	4.00%

G|M REBATE HISTORY
Customer Sales Statistics: County of Orange
(Based on Invoicing 11/15/2017 through 11/14/2021)

Contract Period	Description	Rebate Amount
2017-18	Co of Orange Rebate for FY Period 11/15/2017 to 11/14/2018	$ 118,203.52
2018-19	Co of Orange Rebate for FY Period 11/15/2018 to 11/14/2019	$ 354,699.13
2019-20	Co of Orange Rebate for FY Period 11/15/2019 to 11/14/2020	$ 885,532.20
2020-21	Co of Orange Rebate for FY Period 11/15/2020 to 11/14/2021	$ 61,251.66
	Total Rebates:	**$ 1,419,686.51**

B. Herman Miller Branded Product Rebate:

Herman Miller will provide the following rebate to the County on an annual basis upon County purchases of Herman Miller products. This rebate is not for Knoll or other MillerKnoll owned product brands, only Herman Miller:

ITEM NO	AGGREGATE TOTAL	REBATE %
A.	County purchases of Herman Miller exceeding $1,000,000	1.00%
B.	County purchases of Herman Miller exceeding $2,500,000	3.00%
C.	County purchases of Herman Miller exceeding $4,000,000	5.00%

VIII. Miscellaneous:

Contractor shall provide a quote for items not listed under Attachment A, Scope of Work shall not to exceed $TBD per item.
Miscellaneous items not listed in the Contract, may be purchased off this Contract. Contractor will provide requesting department with quote and process order once the County department has authorized the order in writing.

Prices shall include all costs, but not limited to, overhead, all necessary labor, transportation, freight, delivery and/or shipping/handling fees, fuel/fuel surcharges, mileage, storage, self-imposed fees and any other costs necessary to provide the item/s requested.

In addition to the commodity requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items not named specifically on this attachment. Failure to follow these procedures fully may delay payment of miscellaneous items.

i. An authorized County Department staff member will contact the Contractor to obtain a written quote for any items needed that are not listed above or are of a different quantity than specified.

ii. An authorized County Department staff must obtain a quote for items on the Contract if purchased in different quantities than listed on the Contract.

iii. Contractor to include all charges in the quote including but not limited to; initial set-up fees and/or color matching fees, rush charges (if applicable) and shipping charges.

iv. If the authorized County Department staff member finds the quote satisfactory, the authorized staff member will sign the quote and email or fax it back to the vendor authorizing the purchase. The Contractor under no circumstance shall release or deliver any miscellaneous items without a written quote signed by an authorized County Department staff member, in their possession.

v. Contractor must attach with the invoice a copy of the matching quote with the authorized County Department staff member signature.

vi. The agency/department shall certify on the invoice that the prices are per the signed quote.

ATTACHMENT D
SUBCONTRACTOR(S)

Listed below are subcontractor(s) anticipated to perform services specified in Attachment A. Deletion, substitution, or addition of subcontractor(s) in any given project function shall be allowed only with prior written approval of the County Project Manager

Corporate Name & Corporate Address	Local Office Address*	Contact Name & Telephone Number	Project Function (Division of Work/Trade)	Contractor License Number	DIR Registration Number	DBE If Yes, enter DBE Certification Number	SBA If Yes, enter DUNNS Certification Number	Age of Firm (Years)
MCMURRAY STERN, LLC 15511 Carmenita Road Santa Fe Springs, CA 90670		Dave Cagle (760) 333-3179	SHELVING & RACKING INSTALLATION	1041651	1000791831	N/A		42 YEARS
MOXIEBUILT, INC. 8563 TAY WAY SACRAMENTO, CA 95826	8524 HAMILTON AVENUE HUNTINGTON BEACH, CA 92646	Paul Eckhardt (714) 477-4497	DIRTT Interior Installation	1065842	1000709594	N/A		2 YEARS
MARATHON BUSINESS SOLUTIONS, INC 13821 Newport Ave #105 Tustin, CA 92780		BENNY SAPUTO (562)883-3216	SHELVING & RACKING INSTALLATION	861896	1000024454	N/A		17 YEARS

(* If more than one local address, please use a separate sheet)

ON CALL PURCHASE AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
GOFORTH & MARTI

THIS ON CALL PURCHASE AGREEMENT ("Agreement") is executed this _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. Section 2611(f) 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 piggyback purchasing arrangement with any vendor who offers the materials, supplies, equipment, or services at the same or better price, terms, and/or conditions as the vendor previously offered to another city or other public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that city or other public agency]. The Purchasing Manager has made the requisite determination.

B. The County of Orange ("County") entered into a competitive procurement process pursuant to RFP No. 017-2266501-SC for Free-Standing Modular Furniture and Installation Services, resulting in the award of a Regional Cooperative Agreement no. RCA-017-22010154 ("County Contract") to Goforth & Marti, doing business as G/M Business Interiors, for the purchase of such products and services at the pricing established under the County Contract.

C. The County Contract provides for the purchase of Free-Standing Modular Furniture and Installation Services from authorized vendors, including applicable products, delivery, installation, and related services, pursuant to the pricing, terms, and conditions established under the County Contract.

D. Seller is the awarded contractor under the County Contract and is authorized to provide the goods and services under the County Contract to the City pursuant to the applicable pricing, terms, and conditions.

E. The parties acknowledge that the County Contract is a contract resulting from a competitive procurement process conducted by the County and that the City is utilizing the County Contract pursuant to the piggyback purchasing authorized under CMC Section 2611(f). The City intends, to the extent permitted by applicable law and the City's authorization under CMC Section 2611(f), to utilize pricing, products, and related terms applicable to the Goods and Services covered by this Agreement.

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:

1. Purchase and Sale of Goods. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and deliver to City and City agrees to purchase and accept from Seller the furniture and related ancillary services described herein and specified in Exhibit "A," attached hereto and incorporated herein by this reference ("Goods"), for the total aggregate not to exceed purchase price ("Purchase Price") set forth in Section 3. It is expressly understood that the Goods will comprise the aggregate total of all Goods requested by the City through multiple Purchase Orders on an as-needed basis.

2. Description of Goods. The Goods being sold by Seller to City consists of a multitude of Citywide furniture items, together with ancillary delivery, warranty and installation and other services detailed, as described herein and as specified in Exhibit "A" (services shall hereinafter be referred to as "Services"). In performing the Services, Seller shall comply with all labor laws set out in Exhibit "B," attached hereto and incorporated herein by this reference.

3. Purchase Price. The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods, their delivery and applicable Services, is not to exceed Four Hundred Fifty Thousand Dollars **($450,000)**, as provided in further detail in Exhibit "C," attached hereto and incorporated herein by this reference.

4. Term. The term of this Agreement shall commence on the Effective Date and shall continue through November 14, 2027, or the then-current expiration date of County of Orange Regional Cooperative Agreement No. RCA-017-22010154 (the "County Contract"), as the same may be extended or renewed by the County, whichever is later, unless earlier terminated in accordance with the terms of this Agreement.

5. Representations and Warranties of Seller. Seller makes the following representations and warranties to City:

5.1. Authority and Consents. Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. No approvals or consents of any persons are necessary in connection with Seller's execution, delivery, and performance of this Agreement, except for such as have been obtained on or prior to the date hereof. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

5.2. Title and Operating Condition. Seller has good and marketable title to or is otherwise legally authorized to sell, the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The

Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

6. Time of Delivery. The Goods shall be delivered only following issuance of a Notice to Proceed or City Purchase Order by City's Contract Officer, or as otherwise requested by the City, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm., unless otherwise directed by the City. For each order, the City will provide the Seller with the scheduled delivery date, time, and applicable City facility or delivery location. The Seller shall coordinate delivery with the City prior to delivery.

7. Place of Delivery. The Goods shall be delivered to various City facilities, as designated by the City. The City will designate delivery locations for each individual order or shipment under this Agreement.

8. Title and Risk of Loss; Payment and Invoicing. Title to and the risk of loss, damage and destruction of the Goods shall remain with the Seller until after inspection and acceptance of the Goods by City, and payment by City of the applicable portion of the Purchase Price. Seller shall invoice City in the amount of the applicable portion of the Purchase Price for purchase of the Goods, and City shall remit payment by no later than forty-five (45) days after City's acceptance of the Goods.

9. Inspection. After delivery of the Goods, City shall inspect the Goods within a reasonable time not to exceed thirty (30) days and provide written notice to the Seller specifying any defects or other objections, unless City intends to accept the Goods in whole, in which case no notice will be necessary. Acceptance of the Goods, whether in whole or in part, shall not be deemed a waiver of any defects identified by the City, nor any defects later discovered by the City, and specified to the Seller in writing.

10. No Replacements or Cures. This Agreement calls for strict compliance. Seller expressly agrees that both the Goods tendered and the tender itself will conform fully to the terms and conditions of the Agreement on the original tender. In the event of rejection by City of the whole of the Goods or any part thereof, City may, but is not required to, accept any substitute performance from Seller or engage in subsequent efforts to effect a cure of the original tender by Seller.

11. Insurance Coverages.

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

(a) Commercial General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate

limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

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

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

11.2 General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Seller's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Seller shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Contract Officer. No work or services under this Agreement shall commence until Seller has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII

or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

12. Indemnification. Seller agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, losses, damages, costs and liability of any kind or nature (including reasonable attorney's fees) which the City, its officers, officials, employees, agents or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (i) arising out of or from the Goods, or performance of or failure to perform the Services including but not limited to delivery and installation of the Goods and failure to pay required prevailing wages, and (ii) to the extent arising from (a) Seller's negligent acts, omissions or willful misconduct, (b) Seller's ownership or possession of the Goods during any period ending on or prior to the Effective Date, (c) Seller's replacement of the Goods or any part thereof pursuant to this Agreement, and (d) Seller's breach of any of its representations, warranties or covenants under this Agreement.

13. Remedies. The remedies and rights conferred on the City by this Agreement are in addition to and cumulative with all other remedies and rights accorded the City under law or equity. Without limiting the generality of the foregoing, Seller agrees that if there is any defect in the Goods, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods without delay or cost to the City. In the event of Seller's failure to replace the Goods within ten (10) calendar days after being notified of such defects, City is hereby authorized to contract with another party for the purchase of replacement of Goods, and Seller shall reimburse City for all such costs immediately upon demand.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Parties contained in this Agreement shall survive the execution, delivery and performance of this Agreement.

15. Assignment. This Agreement may not be assigned by Seller without the express written consent of City. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to it and their respective heirs, legal representatives, successors and assigns. All Goods manufacturer's warranties shall be assigned to and turned over to the City.

16. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

17. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, whether oral or written. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

18. Contract Officer. Public Works Director, Arlington Rodgers, or such person as may be designated by the City Manager is hereby designated as being the representative of the City authorized to act on its behalf with respect to this Agreement and to make all decisions in connection therewith ("Contract Officer").

19. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Seller at: Goforth & Marti
110 West A Street, Suite 140
San Diego, CA 92101
Attn: Brian Ogden

To City at: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: City Manager

Any Party may change its address for purposes of this paragraph by giving the other Party written notice of the new address in the manner set forth above.

20. Effects of Headings. The subject headings of the sections and subsections of this Agreement are included for convenience only and shall not affect or be considered in the construction or interpretation of any of its provisions.

21. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be deemed the same as original signatures.

22. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California as applied to contracts that are executed and performed entirely in California.

23. Termination. City may terminate this Agreement for any reason whatsoever, upon giving thirty (30) days written notice of termination to Seller.

24. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

25. Quotes. The Parties acknowledge and understand that any quotes furnished by Seller are strictly intended to set forth the particulars that will comprise the Goods, Services and associated pricing, and that any text contained in those quotes that may be construed to be of legal significance ("Extraneous Text") will be disregarded by the Parties. Additionally, in the event either Party or any court of competent jurisdiction takes the position that any Extraneous Text is not to be disregarded and in fact ought to be made part of this Agreement, to the extent of any conflict between this Agreement and those quotes, the terms and conditions of this Agreement shall prevail.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed it on the day and year first above written.

CITY:

CITY OF CARSON, a 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

SELLER:
GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors

_____
Name:
Title:

_____
Name:
Title:

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

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

The Goods and Services available for purchase under this Agreement shall consist of Free-Standing Modular Furniture and Installation Services, including related furniture products, furnishings, accessories, delivery, installation, and associated services authorized under County of Orange Regional Cooperative Agreement No. RCA-017-22010154 ("County Contract") and available through Seller as the awarded contractor under the County Contract. The Goods and Services may include, without limitation, office furniture, seating, workstations, desks, tables, storage, filing systems, conference room furniture, ancillary furniture, accessories, and related products and services.

The specific products, configurations, finishes, options, accessories, and manufacturer part numbers available under this Agreement may be identified in the applicable manufacturer catalogs, price lists, product schedules, or other documentation incorporated into or authorized under Agreement No. RCA-017-22010154 as amended or updated in accordance with the terms of the County Contract.

The City may purchase Goods and Services on an as-needed, as-requested basis by issuing City Purchase Orders. The inclusion of any product or service within the scope of this Agreement does not obligate the City to purchase any minimum quantity or dollar amount.

EXHIBIT B

LABOR AND WAGE LAWS

Certain portions of the Services may be subject to prevailing wages under the California 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. Seller shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Seller 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. Seller 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, Seller acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Seller 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 Seller shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Seller 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 Seller 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 Seller or by any subcontractor.

(e) Payroll Records. Seller shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Seller 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. Seller 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. Seller shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations.

Prior to commencing work under this Agreement, Seller 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, Seller 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. Seller acknowledges that eight (8) hours labor constitutes a legal day's work. Seller shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Seller shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Seller shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Seller 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 Seller 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 (1 ½) 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, Seller 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) Seller's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Seller 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. Seller 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. Seller shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. The total compensation for all purchases made under this Agreement shall not exceed $450,000.00 during the term of this Agreement. The City shall have no obligation to purchase any minimum quantity or dollar amount of Goods or Services under this Agreement.

II. Seller shall provide the Goods and Services to the City at the applicable discounted pricing established pursuant to County of Orange Regional Cooperative Agreement No. RCA-017-2201054 ("County Contract"), including all applicable discounts, pricing provisions, and other terms governing purchases made under the County Agreement. Sell shall provide the City with documentation supporting the applicable manufacturer list price, discount, and resulting contract price upon request. In the event of any conflict between the terms and conditions of this Agreement and those of the County Contract, this Agreement will control.

III. All purchases under this Agreement shall be made through a valid City Purchase Order issued by an authorized City representative. No Goods or Services shall be provided, and no payment shall be due, except as authorized by a City Purchase Order and in accordance with the terms of this Agreement. Individual Purchase Orders shall not exceed the maximum compensation authorized under this Agreement.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 11.

To: Honorable Mayor and City Council

From: LaKeina Johnson, Administrative Analyst HR Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 6 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES WITH PRINCIPAL LIFE INSURANCE COMPANY FOR ADMINISTRATION OF THE CITY OF CARSON SELF-INSURED DENTAL PLAN AGREEMENT, EXTENDING THE TERM OF THE AGREEMENT FOR ADMINISTRATIVE SERVICES BY TWO MONTHS (CITY COUNCIL)

I. SUMMARY

The City entered into an Agreement for Administrative Services with Principal Life Insurance Company effective November 1, 2017, for processing of non-discretionary claims and provision of administrative services related to the dental insurance plan for City employees.

The Agreement provided for an initial one-year term with options for the City to extend the term of the Agreement for up to three successive one-year terms thereafter. The Agreement has subsequently been amended through Amendment No. 5, which extended the Agreement through November 1, 2026.

Staff now requests City Council approval of Amendment No. 6 to extend the Agreement with Principal Life Insurance Company through December 31, 2026, to ensure continued administration of the City's self-insured dental plan during the transition to a new dental benefits administrator.

Amendment No. 6 will extend the Agreement for an additional two months, from November 1, 2026 through December 31, 2026, at the existing applicable administrative service fee rates. Staff is also requesting an additional $12,000 in funding to cover the anticipated remaining monthly billing and administrative service costs through the conclusion of the extended contract term.

The City is currently in the final stages of review of a new contract agreement with Delta Dental, which is anticipated to become effective January 1, 2027. Staff anticipates presenting the new Delta Dental agreement to the City Council for approval no later than September 15, 2026.

Amendment No. 6 also includes language expressing the parties' intent that the Agreement shall finally expire upon conclusion of the extension period at the end of the year, and shall not be further extended beyond then.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 6 to the Agreement for Administrative Services with Principal Life Insurance Company, thereby extending the term of the Agreement through December 31, 2026, at the existing applicable fee rates (Exhibit 7; "Amendment No. 6"); and,

2. AUTHORIZE an additional $12,000 in funding to cover anticipated administrative service fees and remaining monthly billing through the end of the extended contract term pursuant to Amendment No. 6; and,
3. AUTHORIZE the Mayor to execute Amendment No. 6, following City Attorney approval as to form.

III. ALTERNATIVES

Take any other action deemed appropriate.

IV. BACKGROUND

The City entered into an Agreement for Administrative Services with Principal Life Insurance Company effective November 1, 2017. The Agreement provides for the processing of non-discretionary claims and administrative services related to the City's self-insured dental plan for City employees.

The Agreement originally provided for an initial one-year term, with options for the City to extend the Agreement for up to three successive one-year terms. Since its inception, the Agreement has been amended on multiple occasions to extend the term of the Agreement while maintaining the existing administrative service fee rates and other applicable terms.

Amendment No. 1, effective November 1, 2018, extended the initial term of the Agreement by two years, through November 1, 2020, with all other provisions remaining in effect.

Amendment No. 2, approved by the City Council on August 4, 2020, exercised the first of the City's three one-year options, thereby extending the term of the Agreement from November 1, 2020 through November 1, 2021, with two options remaining thereafter.

Amendment No. 3, approved by the City Council on September 7, 2021, exercised one of the remaining one-year options, extending the term of the Agreement from November 1, 2021 through November 1, 2022.

Amendment No. 4, approved by the City Council on November 1, 2022, exercised the remaining option to extend the expiration date of the Agreement to November 1, 2023.

Amendment No. 5, approved by the City Council on October 17, 2023, extended the Agreement from November 1, 2023 through November 1, 2026, allowing the City to continue receiving dental administrative services from Principal Life Insurance Company.

The Agreement provides for a monthly administrative services fee calculated on a per-City-employee basis. The current fee structure, which has remained unchanged since the commencement of the Agreement, includes an Administrative Services Fee of $6.20 per City employee per month and a Broker Fee of $1.50 per City employee per month, for a combined monthly fee of $7.70 per City employee. These fees are billed monthly by Principal Life Insurance Company based on the City's eligible employee population.

The current Agreement is scheduled to expire on November 1, 2026. Staff is requesting approval of Amendment No. 6 to extend the Agreement through December 31, 2026, allowing Principal Life Insurance Company to continue providing uninterrupted administrative services during the transition to the City's new dental plan administrator.

Based on anticipated monthly billing for the two-month extension period, staff estimates that up to $12,000 in additional funding will be necessary to cover the remaining administrative service and related monthly billing costs through December 31, 2026. The $12,000 represents an estimate based on the City's current employee population and anticipated monthly charges. Actual costs may vary based on changes in the number of eligible employees and the resulting monthly billings from Principal Life Insurance Company.

The City is currently in the final stages of review of a new contract agreement with Delta Dental, which is anticipated to become effective in January 2027. Staff anticipates presenting the proposed Delta Dental agreement to the City Council for approval no later than September 15, 2026.

Amendment No. 6 also includes language expressing the City's intent that the Agreement with Principal Life Insurance Company will finally expire and not be further renewed following conclusion of the extension period on December 31, 2026.

V. FISCAL IMPACT

Approval of Amendment No. 6 will require an additional appropriation of $12,000 to cover anticipated monthly administrative service fees and related billing through the extended contract term ending at the end of 2026. Funding for these services is budgeted through General Ledger Account No.101-65-652-906-6041. The additional funding will allow the City to maintain uninterrupted dental administrative services with Principal Life Insurance Company during the transition to the City's new dental plan administrator.

The proposed extension does not change the existing administrative service fee rates. Upon implementation of the City's new agreement with Delta Dental, the City will transition administration of its dental plan in accordance with the terms of the new agreement.

VI. EXHIBITS

1. Agreement for Administrative Services
2. Contract Amendment No. 1
3. Contract Amendment No. 2
4. Contract Amendment No. 3
5. Contract Amendment No. 4
6. Contract Amendment No. 5
7. Proposed Contract Amendment No. 6

Attachments

Principal Life Insurance Initial Agreement C-17-039.pdf

Principal Life Insurance Amendment No. 1.pdf

Principal Life Insurance Amendment No. 2.pdf

Principal Life Insurance - Amendment No. 3.pdf

Principal Life Insurance - Amendment No. 4.pdf

Principal Life Insurance Amendment No. 5.pdf

Principal Life Insurance Amendment No. 6.pdf

C-17-039
CCO

AGREEMENT FOR ADMINISTRATIVE SERVICES

This Agreement for Administrative Services ("Agreement") is made between City of Carson (hereinafter "Employer" or "Plan Administrator"), whose principal place of business is 701 E. Carson Street, Carson, CA 90745, and Principal Life Insurance Company, an Iowa corporation (hereinafter "Principal"), whose principal place of business is 711 High Street, Des Moines, Iowa 50392.

This Agreement is made effective as of November 1, 2017 ("Effective Date").

Employer, acting as plan sponsor, has established an employee welfare benefit plan (the "Plan") subject to the federal Employee Retirement Income Security Act of 1974, as amended, ("ERISA" (if applicable)); has decided to operate the Plan on a self-funded basis rather than funding benefits through the purchase of insurance; and has implemented the Plan for the benefit of eligible employees and their dependents, (collectively "Participants") by adopting a Plan Document.

The Employer, acting as Plan Administrator, desires to delegate certain non-discretionary claims and administrative functions for the Plan to Principal, and Principal agrees to perform those functions on behalf of the Plan Administrator and for the Plan according to the terms of this Agreement and in exchange for the fees specified.

So, these Parties, in consideration of the premises, the mutual covenants of this Agreement and the performance thereof, hereby agree to the following:

1. Relationship of the Parties

a. In performing this Agreement, Principal is acting solely as the delegee of certain claims and administrative functions of the Plan Administrator. This Agreement does not delegate or confer discretionary authority or fiduciary responsibility on Principal, it being the intent of these Parties that the claims and administrative functions hereby delegated by the Plan Administrator to Principal are ministerial and non-discretionary and are subject to the ultimate discretionary authority retained by the Plan Administrator. Principal shall be entitled to rely on the data, information and instructions which the Employer provides to it under this Agreement.

b. This Agreement is between Principal and the Employer. It is to be performed by these Parties, and each of them, for the benefit of the Plan. It does not create any rights, obligations or legal relationships between Principal and any Participant or other person or entity.

c. The parties acknowledge that, in the context of this Agreement, the Employer may act on its own behalf as an employer and/or sponsor of the Plan or as Plan Administrator of the Plan. The use of the terms "Employer" and "Plan Administrator" in this Agreement are for convenience only; they refer to the same entity; and their use is not intended to define, limit or characterize the capacity in which particular actions are taken; rather, such capacity shall always be determined based on the relevant facts and circumstances.

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d. Plan Administrator represents and warrants that at all times during the term of this Agreement, the benefits provided under the Plan will qualify as Excepted Benefits as that term is defined in Section 2791(c) of the Public Health Service Act (42 US.C. Sec. 300gg-91(c)) and regulations promulgated in connection with that section. Plan Administrator is solely responsible for determining whether the Plan's benefits are Excepted Benefits. Nothing herein shall be deemed to require Principal to perform any function imposed by law on the Plan that would not be imposed if Plan's benefits were Excepted Benefits.

2. **Claims and Administrative Functions**

a. To enable Principal to perform this Agreement, the Employer/ Plan Adminstrator shall:

1.) Furnish to Principal a copy of the Plan Document stating eligibility, benefits, and any limitations or exclusions.

2.) Furnish to Principal a listing of all Participants, including names, social security numbers and other information reasonably required by Principal and update that listing promptly for any changes.

3) Establish an acceptable bank account (the "Plan Account") from which electronic funds transfers ("EFTs") can be made to cover claims payments drawn by Principal for benefits due from the Plan; and provide Principal with authority to withdraw funds from the Plan Account by EFTs in amounts necessary to cover such claims payments. Funds will be withdrawn once monthly.

4.) Exercise ultimate decisional authority with respect to any questions or disputes about eligibility or benefits from the Plan.

5.) Ensure that Participants are informed that the Plan is self-funded and is not insurance.

6.) Timely provide any information that Principal may reasonably need to perform its duties under this Agreement and hold Principal harmless from any liability to the extent that it acts in accordance with its obligations under this Agreement in reliance upon that information.

7.) Timely and fully fund all claims processed by Principal pursuant to the Plan and hold Principal harmless with respect to any shortfall.

8.) Comply with all laws and regulations to the extent they are applicable to it or to the Plan.

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9.) Be fully responsible for all other tasks, services and functions required by law or otherwise necessary or desirable or appropriate for the administration or maintenance of the Plan unless they have been explicitly assumed by Principal in this Agreement.

b. Principal Shall:

1.) Assist the Plan Administrator in the preparation and updating of the Summary Plan Description and other disclosure and reporting documents required by ERISA (if applicable).

2.) Provide identification cards for Participants.

3.) Apply the terms of the Plan Document and the instructions from the Plan Administrator to the facts and circumstances of claims for benefits from the Plan by Participants, making payment from the Plan Account for those claims which are clearly due and undisputed within the time period provided by the Plan and ERISA (if applicable). Principal will make a reasonable investigation and a recommendation to the Plan Administrator for those claims that are not clearly due or are disputed. The recommendation will include Principal's good faith analysis of issues deemed relevant, to assist the Employer in making the decision of whether the claim is to be paid. The Plan Administrator may from time to time enter into agreements, directly or indirectly, with health care providers or other third parties that would require the payment of benefits or the processing of claims and appeals in a manner other than as set forth in the Plan Document. To the extent of any such inconsistency, the Plan Administrator hereby instructs Principal to perform its duties to comply with the requirements of those Agreements. The Plan Administrator will notify Principal of such agreements as necessary.

4.) Follow its standard claims administration procedures and practices with respect to its duties under this Agreement.

5.) Assist the Plan Administrator in investigating those claims for which benefits from the Plan have been declined, wholly or in part, and for which a further review or appeal has been duly requested by or on behalf of a Participant.

6.) Report to the Employer annually with respect to matters of general interest affecting the Plan, including but not limited to problems of a recurring nature and suspected misuses of benefits or fraudulent claims activity.

7.) Provide to the Employer Principal's standard monthly accounting of

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claims payments, with sufficient detail to allow for audit and controls of funds.

8.) Coordinate benefits payable from the Plan with other insurance or benefit plans, if any.

9.) Provide information concerning Plan eligibility and benefit provisions to Participants and their health care providers who contact Principal. Such information shall not constitute a determination of what benefits actually will be paid for a specific claim, nor a certification or guarantee that any amount will be paid by the Plan, and disclaimers to that effect will be given to Participants and providers who seek information. Benefit determinations can be made only after a complete claim is submitted to the Plan and processed according to the terms of the Plan, including all eligibility requirements, limitations, exclusions, and other provisions of the Plan applicable to that claim.

10.) Seek reimbursement of overpayments of Plan benefits. Principal shall have no obligation to take legal action against anyone to recover overpayments or otherwise enforce any provisions of the Plan.

11.) Identify the claims for which there is or may be a potential for collection amounts paid on claims through subrogation or contractual rights of reimbursement, and notify the Employer of such claims.

12.) Apply its standard procedures as a holder of lost or unclaimed property with respect to any check, draft, or other instrument drawn against the Plan Account, or any successor account, for payment from the Plan, reporting that lost or unclaimed property and transferring it pursuant to applicable state law. Plan Administrator has determined that such procedures and transfer are appropriate and authorizes their use.

13.) If Employer requests Principal post the self-funded Plan benefit booklet summaries on Principal's website, Principal will be doing so as a convenience to Employer and Principal is not taking on any Plan Administrator duties related to the distribution of Summary Plan Descriptions (SPDs) or other ERISA-required reports or disclosures. Principal does not warrant that the posting of the documents on its website will satisfy any of the requirements of ERISA, even if it is informed that Employer wishes to use the website for that purpose. Principal, at its discretion, may use disclaimers and other notices in connection with the display of the documents to make it clear that Principal is not the plan insurer or Plan Administrator and that the Employer is solely responsible for the content and currency of the documents.

14.) Provide the additional services described in the attached Addenda, each

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of which is hereby incorporated by reference as if fully set forth herein:

Addendum 1 - Fee Addendum

3. **The Principal's Duty of Care and Standards of Performance**

In performing this Agreement, Principal agrees to exercise the same degree of care as that followed by Principal in its own insurance business; and, while this Agreement is in effect, Principal agrees to indemnify, defend, and hold harmless the Plan Administrator for any and all liability, including but not limited to reasonable attorney fees, arising in any way from any claim for eligibility in or benefits from the Plan in connection with:

a. Gross negligence of Principal; or

b. Dishonest, fraudulent, or criminal acts of an employee of Principal, whether acting alone or in collusion with persons other than the Employer or its agents or employees.

4. **Fee for Administrative Services**

a. Employer agrees to pay to Principal a monthly fee for the performance of this Agreement. The amount of the fee shall be determined annually by Principal. The initial monthly administrative fee is shown on the Fee Addendum and shall remain unchanged for a period of one year commencing on the Effective Date of this Agreement. Principal shall provide Employer with written notice of any change in the administrative fee amount at least 90 days prior to the change taking effect, and such changes to the administrative fee shall not take effect until notice has been provided as stated herein. Fees for services described in any Addendum to this Agreement are stated separately therein. Employer shall pay all fees to Principal in full within (45) days following the date a written statement or invoice is submitted to Employer by which Principal notifies the Employer of a monthly amount due. All fees shall be paid from the employer's general assets and not with Plan assets.

b. The formula for determining the fee payable by the Employer to Principal is intended by these Parties to reimburse Principal for the actual costs incurred in the performance on this Agreement, regardless of whether those costs are expressed or only implied in the formula as stated herein. Increases in the rate of any non-controllable cost beyond that in effect on the date of this Agreement, or its most recent renewal, is to be added to the fee as incurred. The term "non-controllable cost" means any expense actually incurred by Principal, directly attributable to Principal's performance of this Agreement, and which is beyond the reasonable control of Principal, including but not limited to, postage rates and governmentally imposed surcharges. Principal may also charge, and Employer agrees to pay, the actual costs of retrieving and copying documents, records or data, and of assembling transmitting or reporting information.

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5. Confidentiality of Information

Unless otherwise required by law, Employer and Principal each acknowledge that performance of this Agreement may result in access to information properly deemed proprietary or confidential by the other, and they each agree to maintain the confidentiality of such information and to use it solely for the purposes of this Agreement.

6. Business Associate Provisions

a. Definitions: Terms used but not otherwise defined in this section shall have the same meaning as those terms in the HIPAA Rules.

(1) Business Associate: shall mean Principal.

(2) Covered Entity: shall mean City of Carson.

(3) Designated Record Set: shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.

(4) Individual: shall mean the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

(5) Privacy Rule: shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(6) Security Rule shall mean the regulations at 45 CFR Part 160 and Part 164 that require the health plan to implement administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic health information that it creates, maintains, receives or transmits.

(7) Protected Health Information ("PHI"): shall mean all individually identifiable health information transmitted or maintained by a covered entity, regardless of form, as the term is defined in 45 CFR 160.103. PHI for the purposes of this Agreement is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(8) Required By Law: shall mean a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.

(9) Security Incident has meaning given to that term by 45 CFR 164.304.

(10) Breach has the meaning given to that term by 45 CFR Section 164.402.

(11) Unsecured Protected Health Information has the meaning given that term by 45 CFR Section 164.402.

(12) ARRA means the American Recovery and Reinvestment Act of 2009.

(13) HIPAA Rules means the Privacy Rule, Security Rule, Breach Notification Rules and Enforcement Rules at 45 CFR Part 160 and Part 164.

b. Obligations and Activities of Business Associate

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required By Law. If Business Associate believes it is Required By Law or by a subpoena or court order to disclose any PHI, then Business Associate, prior to any disclosure, shall promptly notify Covered Entity in writing attaching a copy of the subpoena, court order, or other demand and shall make all reasonable efforts to allow Covered Entity an opportunity to seek a protective order or other judicial relief.

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(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

(3) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(4) Business Associate agrees to promptly report to Covered Entity any use or disclosure of PHI not provided for by this Agreement, including any Breaches of Unsecured Protected Health Information, in accordance with 45 CFR 164 110, or any Security Incident of which the Business Associate becomes aware.

(5) Business Associate agrees to ensure that any agent, including a subcontractor, that creates, maintains, receives or transmits protected health information agrees to the same restrictions, requirements and conditions that apply through this Agreement to Business Associate with respect to such information, in accordance with 45 CFR 164.502(e)(1)((ii) and 164.308(b)(2), if applicable.

(6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom Business Associate provides electronic PHI agrees to the same restrictions, requirements and conditions that apply through this Agreement to Business Associate with respect to such information, in accordance with 164.308(b)(2), if applicable.

(7) With respect to PHI contained in a Designated Record Set, Business Associate agrees to provide access, within seven (7) days of the request of Covered Entity, to such PHI to Covered Entity or, as directed by Covered Entity, to an Individual in order to allow the Covered Entity to meets its obligations pursuant to 45 CFR 524 . . With respect to PHI contained in a Designated Record Set, Business Associate agrees to promptly make any amendment(s) to such PHI that Covered Entity directs in accordance with 45 CFR 164.526.

(8) Business Associate agrees to make all PHI, and internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, available to the Secretary of the Department of Health and Human Services ("Secretary"), upon request or at the direction of Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(9) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI for purposes other than treatment, payment, or health care operations, as per 45 CFR 164.528, (as applied in accordance with Section 13405(c) of ARRA) and to provide the information contained in such documentation to Covered entity or to the Individual requesting the accounting within seven (7) days after a request for such information.

(10) Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the Health Plan as required by the Security Rule. Business Associate will comply with the requirements of 45 CFR Part 164 Subpart C in the same manner as if it were a covered entity under those regulations.

(11) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides electronic protected health information agrees to implement reasonable and appropriate standards to protect it.

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(12) Business Associate agrees to report to the Health Plan any Security Incident of which it becomes aware.

(13) Business Associate agrees to report to the Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no event more than 60 calendar days after it discovers the breach. The notification shall include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by the Business Associate to have been included in the Breach and such other information available to the Business Associate that the Covered Entity may by law be required to include in any notification to an individual pursuant to 45 CFR Section 164.404(c). To the extent that Covered Entity is obliged to provide notice pursuant to Section 13402 of ARRA as result of a Breach of Unsecured Protected Health Information by Business Associate or the agent of subcontractor of Business Associate, Business Associate shall, upon the written request of the Covered Entity, provide such notice on behalf of Covered Entity. Such request must be made within 10 days after receipt of notice from Business Associate as provided above and Covered Entity shall promptly provide information needed by Business Associate to give such notice.

(14) With respect to any use, disclosure or request for PHI described 45 CFR section 502(b)(1), Business Associate shall limit the PHI to the extent practicable to the limited data set as defined in 45 CFR section 164.514(e)(2) or, if needed, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

c. Permitted Uses and Disclosures by Business Associate

(1) Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement or in accordance with the written directions of the Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity as provided by the Covered Entity to Business Associate.

(2) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that in the case of any disclosures for such purposes that are not Required by Law, Business Associate shall obtain reasonable assurances from the person to whom the disclosure is made that it will remain confidential and used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it becomes aware in which the confidentiality of PHI has been breached.

(3) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule.

(4) Business Associate may de-identify PHI that it receives from or on behalf of the Plan or creates for the Plan and use and disclose the de-identified data in any manner permitted by law.

d. Obligations of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity to the extent that such limitation may affect

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Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclosure of PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to for an Individual to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(4) Neither the Covered Entity nor the Employer shall request that Business Associate use or disclose PHI in a manner that violates the provisions of the Plan, the Covered Entity's privacy policy or the Privacy or Security Rule. With respect to any use, disclosure or request for PHI described 45 CFR section 502(b)(1), Covered Entity and Employer shall not require Business Associate to use or disclose more than a limited data set as defined in 45 CFR section 164.514(e)(2) or, if needed, more than the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

e. Termination and Survivability

(1) Upon either party's knowledge of a material breach by the other party of this Section 6 ("Business Associate Provisions"), the non-breaching party shall either:

a. Provide an opportunity for the breaching party to cure the breach or end the violation, and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the Covered Entity; or

b. Immediately terminate this Agreement if the breaching party has breached a material term of this Section and cure is not possible; or

c. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary of the Department of Human Services.

(2) Business Associate shall upon request of Covered Entity or upon termination for any reason of this Agreement, return to Covered Entity or destroy all PHI, including copies, abstractions, and compilations thereof, received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.

(3) In the event Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

f. Miscellaneous

(1) Regulatory references. A reference in this Agreement to the Privacy Rule or a section in the Privacy Rule or Security Rule means that rule or section as amended from time to time.

(2) Compliance with law. In connection with its performance under this Agreement, the parties shall comply with all applicable laws, including but not limited to the

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Privacy Rule, the Security Rule, ARRA and other applicable laws protecting the privacy of personal information about individuals.

(3) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for each party to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act of 1996 and ARRA.

(4) Survival. The respective rights and obligations of Business Associate under Section 6 of this Agreement shall survive the termination of this Agreement.

(5) Interpretation. Any ambiguity in this Section ("Obligations of Business Associate") shall be resolved to permit Covered Entity to comply with the Privacy Rule and Security Rule and ARRA.

7. Reservation of Discretionary Authority.

The Plan Administrator is the primary fiduciary with respect to the operation of the Plan, and reserves complete discretion to construe or to interpret the provisions of the Plan, to determine eligibility for benefits from the Plan, and to determine the type and extent of benefits, if any, to be provided by the Plan. The Plan Administrator's decisions in these matters shall be controlling, binding, and final. By this Agreement the Plan Administrator is delegating to Principal such ministerial authority as is necessary to process or otherwise resolve undisputed claims, eligibility questions, or other matters governed by this Agreement; but the Plan Administrator reserves ultimate authority with respect to those and all other aspects of the Plan. In any action to review any decision by the Plan Administrator, the Plan Administrator shall be deemed to have exercised its discretion properly unless it is proved duly that the Employer has acted arbitrarily and capriciously.

8. Liability to Others

a. The Employer agrees to indemnify, defend and hold harmless Principal for any and all liability, including but not limited to reasonable attorney fees, arising in any way from any claim for eligibility in or benefits from the Plan except as to Principal's duty to indemnify the Employer as stated in Paragraph 3(a) and (b) of this Agreement. In addition, the Employer agrees to indemnify Principal for any and all liability, including but not limited to reasonable attorney fees arising in any way from (i) the claims of third parties in any case in which Principal has acted in accordance with this Agreement, the Plan or the directions of or information provided by the Plan Administrator; or (ii) any recovery or attempted recovery against Principal with respect to benefits paid by Medicare under statutes or regulations governing the coordination of benefits between the Plan and Medicare, including but not limited to 42 U.S.C. Section 1395y.

b. Because a third party may assert a claim against one or both of these Parties which is not described in Paragraph 8a, any such claim is a responsibility of these Parties jointly or individually as determined by the actual circumstances of the claim. Accordingly the Employer and Principal agree to cooperate in responding to any such claim and to apportion any liability, including but not limited to reasonable attorney fees, as between themselves according to those actual circumstances of the claim.

c. If any claim described in either Paragraph 8a or 8b results in litigation, these Parties agree to confer promptly and in good faith to determine whether it is governed by 8a or by 8b, and then how best to proceed cooperatively in defense.

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9. **Resolution of Disputes**

The Parties agree to act in utmost good faith to resolve any controversy or dispute arising out of or related to this Agreement promptly through negotiations of executives or responsible representatives of each Party. In the event of a dispute, the disputing Party shall give the other Party written notice of the dispute and, within twenty (20) days of receiving that notice, the receiving Party shall present its response. Both the notice and the response shall include a statement of each Party's position, a summary of the evidence and arguments supporting its position, and the name of the executive or other representative who will negotiate on behalf of that Party. Negotiations shall be held at a mutually acceptable time and place, beginning no later than thirty (30) days following the receiving Party's receipt of the notice of the dispute, and continuing thereafter as often as the negotiators reasonably deemed necessary to resolve the dispute. Unless otherwise agreed, if the dispute has not been resolved within sixty (60) days from the first negotiation session, or if this negotiation process has not been fulfilled by either or both of the Parties, then either Party may pursue any and all other available legal remedies. Any legal claim by Principal against Employer shall be made in compliance with the California Tort Claims Act.

10. **Assignment**

This is a contract for specific services. Neither Party may assign or further delegate any of its rights or obligations without the written consent of the other Party, except that Principal may assign its rights and obligations to a corporate affiliate with prompt written notice to the Employer.

11. **Force Majeure**

The obligations of either Party under this Agreement shall be suspended during the continuance of any force majeure applicable to that Party. For this purpose, the term "force majeure" means any cause not reasonably within the control of the Party claiming suspension of obligations, including by not limited to acts of God, war, riot, weather-related disaster, earthquake, governmental action, and unavailability or breakdown of necessary equipment. The Party claiming suspension of obligations shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

12. **Whole Agreement**

This Agreement constitutes the entire contract between these Parties with respect to the subject matter hereof and supersedes all oral negotiations and prior understandings between the Parties, whether oral or written.

13. **Amendment or Revision**

This Agreement may be amended or modified only by a written instrument, signed by authorized representatives of both Parties and designated as an Addendum or otherwise identified by these Parties to this Agreement. The failure of either party to require strict adherence of the other to the requirements of this Agreement shall in no way affect the perspective rights of either party to enforce same nor shall any waiver of any breach of this contract be construed as a waiver of any subsequent breach or a waiver of modification of the provisions of this Agreement.

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14. **No Third Party Beneficiaries.**

This Agreement and the terms and provisions hereof are solely for the benefit of named parties to this Agreement and shall not benefit in any way or confer any rights upon any person not specifically a party to this Agreement.

15. **Notices**

All notices or other communications required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been given on the earliest of the date of actual delivery or receipt, and shall be addressed to the Parties at:

To Employer: The City of Carson
701 E. Carson Street
Carson, CA 90745
Attn: Director of Human Resources and Risk Management
Copy to: City Manager
Fax: (310) 830-2741

To Principal: Principal Life Insurance Company
711 High Street
Des Moines, IA 50392
Attn Account Manager
Fax (866)389-7671

16. **Choice of Law and Severability**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California in a court of competent jurisdiction in the County of Los Angeles. If any provision of this Agreement is held to be unenforceable by a court or regulatory agency of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

17. **Term and Termination**

a. The initial term of this Agreement will begin on the Effective Date and continue until November 1, 2018. Thereafter, unless earlier terminated by either Party, this Agreement may be renewed at Employer's sole option for up to three successive one-year terms.

b. This Agreement is terminable by Principal upon written notice if Employer fails to maintain adequate funds in the Plan Account to pay all Plan benefits in the ordinary course of business, or fails to make prompt payment in full of the fees and expenses due to Principal for the performance of this Agreement, or if the benefits of the Plan fail to qualify as Excepted benefits.

c. Following the initial term of this Agreement, this Agreement may be terminated by either Party upon ninety (90) days' notice to the other Party, with or without cause.

d. Principal will provide administrative services with respect only to claims incurred on or before the date of termination for a period of 90 days following the termination date. Plan Administrator shall maintain adequate funds in the Plan Account during this time period to fund such claims. All provisions of this Agreement shall apply. Any claims received by

Classification: Customer Confidential

Principal within 90 days of termination shall be referred back to Employer. Any claims received by Principal after 90 days of termination will be destroyed with written notice of same to Employer and phone calls will be referred to the new claims administrator.

18. Insurance

a. Insurance Required. Principal shall maintain the following insurance coverages:

(1) Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) annual aggregate as respects products/completed operations if applicable.

a. Coverages included shall be:

i. Premises and Operations;
ii. Broad Form Property Damage;
iii. Blanket Contractual Liability;
iv. Products/Completed Operations;
v. Personal Injury Liability;
vi. Cross-liability and Severability of Interest; and
vii. Independent Contractors Liability.

(2) Automobile Liability Insurance for bodily injury (including death) and property damage which provides coverage limits of not less than One Million Dollars $1,000,000 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

(3) Statutory Workers' Compensation and Employers' Liability Insurance for not less than One Million Dollars ($1,000,000) per occurrence applicable to Employers' Liability coverage for all employees engaged in services or operations under this Agreement. The policy shall include broad form all-states/other states coverage. Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of Employer, its directors, officers, representatives, agents and employees, a copy of which shall be provided to Employer. Should any such work be subcontracted, Principal shall require each subcontractor of any tier similarly to comply with this Paragraph 18, all in strict compliance with federal and state laws.

(4) Professional Liability Insurance for damages arising out of Principal's acts, errors or omissions. The policy shall provide a coverage limit of not less than Five Million Dollars ($5,000,000) per claim/aggregate as respects Principle's services under this Agreement. Such insurance shall be maintained for a period of not less than three (3) years following termination or expiration of this Agreement.

(5) Network Security and Privacy Liability Insurance with a minimum limit of Five Million dollars ($5,000,000) per claim, including coverage for third party notification, credit monitoring and fraud protection.

(6) Fidelity/Commercial Crime Insurance with minimal limits per claim of Two Million Dollars ($2,000,000).

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b. Special Provisions

(1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Principal, and any approval of said insurance by the Employer or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Principal pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

(2) Employer acknowledges that some insurance requirements contained in this Paragraph 18 may be fulfilled by a funded self-insurance program of Principal. However, this shall not in any way limit liabilities assumed by Principal under this Agreement.

(3) Should any of the work under this Agreement be subcontracted, Principal shall require each of its subcontractors of any tier to provide the aforementioned coverages, or Principal may insure subcontractor(s) under its own policy(ies).

(4) Employer reserves the right to withhold payments to Principal in the event of material noncompliance with the insurance requirements of this Paragraph 18.

[SIGNATURES ON FOLLOWING PAGE]

Classification: Customer Confidential

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates indicated below.

CITY:

CITY OF CARSON, a California municipal corporation

Albert Robles, Mayor
Date: _____

ATTEST:

Donesia L. Gause, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[MGM]

CONSULTANT:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation

By: Kara M. K. Hoogensen
Name: Kara M. K. Hoogensen
Title: Vice President
Date: 11.8.2017

By: [illegible]
Name: [illegible]
Title: [illegible]
Date: 11.8.2017

Address: _____

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

Classification: Customer Confidential

IOWA NOTARY ACKNOWLEDGMENTS
[EACH PARTY SIGNATURE must be notarized individually.]

Acknowledgment of Individual

STATE OF IOWA

COUNTY OF Polk

On this 8th day of November, 2017, before me, a Notary Public, personally appeared Kara Hoogenson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____

Notary Public

Print Name: Christine Toledo

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2020

(Seal, if any)

My commission expires: 07/24/2020

IOWA NOTARY ACKNOWLEDGMENTS
[EACH PARTY SIGNATURE must be notarized individually.]

Acknowledgment of Individual

STATE OF IOWA

COUNTY OF Polk

On this 8th day of November, 2017, before me, a Notary Public, personally appeared Randall G Colzer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

_____

Notary Public

Print Name: Christine Toledo

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2020

(Seal, if any)

My commission expires: 07/24/2020

FEE ADDENDUM 1

The following fees will be determined annually by The Principal Life Insurance Company, except as otherwise provided in the Agreement.

Administrative Services Fee		
Dental	$6.20	per employee per month
Broker Fee	$1.50	per employee per month

Classification: Customer Confidential

Approved PG
9/5/19

ACORD®

CERTIFICATE OF PROPERTY INSURANCE

5/1/2020

DATE (MM/DD/YYYY) 9/5/2019

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.

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID:

INSURED
104814
Principal Financial Group, Inc.
801 Grand Ave
Des Moines IA 50392

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pitts. PA	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD	NOT APPLICABLE			BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY NOT APPLICABLE POLICY NUMBER				$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X CRIME TYPE OF POLICY FI Bond	01-351-18-86	5/1/2019	5/1/2020	X Employee Dishonesty X On Premises X In Transit L	$ 15,000,000 $ 15,000,000 $ 15,000,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				$ XXXXXXX $ XXXXXXX
A	Computer Crime	01-351-18-87	5/1/2019	5/1/2020	X	$ 15,000,000
B		See Remarks	5/1/2019	5/1/2020	X	$ 30,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED
*See Attached

CERTIFICATE HOLDER
200737
City of Carson
Attn: Faye Moseley
701 E Carson Street
Carson CA 90745

CANCELLATION [024]
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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Special Conditions:

Insurer B: ACE American Insurance Company- Excess Form 25 #DOXG25542812 004 FIB
Eff Date: 05/01/2019 - Exp Date: 05/01/2020
Single Loss $15,000,000
Aggregate $30,000,000

Insurer B: ACE American Insurance Company- Excess Computer Crime, #DOXG25543233 004 CCP
Eff Date: 05/01/2019 - Exp Date: 05/01/2020
Single Loss $15,000,000
Aggregate $30,000,000

Insurer C: Berkley Regional Insurance Company - Excess Form 25, #BFIC-45000342-25
Eff Date: 05/01/2019 Exp - Date: 05/01/2020
Single Loss $20,000,000
Aggregate $40,000,000

Insurer C: Berkley Regional Insurance Company - Excess Computer Crime, #BFCC-45000341-25
Eff Date: 05/01/2019 - Exp Date: 05/01/2020
Single Loss $20,000,000
Aggregate $40,000,000

Approved (KG) 9/5/19

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2019

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
Arthur J. Gallagher & Co.
Insurance Brokers of CA. License #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: LARealEstateCerts@ajg.com
PHONE (A/C, No, Ext): 818-539-1415 FAX (A/C, No): 818-539-1804
E-MAIL ADDRESS: LARealEstateCerts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE Property & Casualty Insurance Co	20699
INSURER B: Endurance Assurance Corporation	11551
INSURER C: Sompo America Insurance Company	11126
INSURER D:	
INSURER E:	
INSURER F:	

INSURED PRINFIN-04
Principal Financial Group, Inc.
711 High Street
Des Moines, IA 50392

COVERAGES CERTIFICATE NUMBER: 674435107 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	
B	X COMMERCIAL GENERAL LIABILITY			GGR10014548500	5/1/2019	5/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						Deductible	$ NIL
C	AUTOMOBILE LIABILITY	N		ACVS1168Q0	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			G46635115003	5/1/2019	5/1/2020	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Terrorism coverage is included.
Evidence only.

CERTIFICATE HOLDER

Evidence Only

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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Approved (KG) 9/5/19

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/4/2019

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
LMC Insurance & Risk Management, Inc.
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150 FAX (A/C, No): 515-244-9535
E-MAIL ADDRESS: lindsay.gentry@lmcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentry Insurance a Mutual Company	24988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PRINFIN-01
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50309

COVERAGES CERTIFICATE NUMBER: 1700013030 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			90-02771-02	5/1/2019	5/1/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Approved (KG) 9/5/19

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/20/2020

DATE (MM/DD/YYYY): 9/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1407923 Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392

COVERAGES CERTIFICATE NUMBER: 16283244 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Network Security/Cyber Policy	N	N	07-505-28-73	1/20/2019	1/20/2020	Limit: See Addendum Retention: See Addendum	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See Attached

CERTIFICATE HOLDER

16283244
City of Carson
Attn: Faye Moseley
701 E. Carson Street
Carson CA 90745

CANCELLATION See Attachment

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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Primary Network Security/Cyber Policy; AIG Specialty Insurance Company;
Policy #07-505-28-73; Policy Period: 01/20/2019-01/20/2020; Limit: $10M; Retention: $1M;

1st Excess Network Security/Cyber Policy; Lloyds Syndicate 4711 (Aspen);
Policy #B0713MEDTE1901450; Policy Period: 01/20/2019-01/20/2020; Limit: $10M excess of $10M;

2nd Excess Network Security/Cyber Policy; Greenwich Insurance Company (XL);
Policy #MTE9032043 04; Policy Period: 01/20/2019-01/20/2020; Limit: $10M excess of $20M;

3rd Excess Network Security/ Cyber Policy; Lloyds Syndicate 1955 (Barbican);
Policy # B0713MEDTE1901627; Policy period 01/20/2019 - 01/20/2020; Limit $10M excess of $30M.

4th Excess Network Security / Cyber Policy; Axis Insurance Company;
Policy #P-001-000069548-01; Policy period 01/20/2019-01/20/2020; Limit $10M excess of $40M.

5th Excess Network Security/Cyber Policy #B0713MEDTE1901684; Policy Period:
01/20/2019-01/20/2020; Carrier: Lloyds Syndicate - Tokio Marine; Limit: $35M excess of $50M.

6th Excess Network Security/ Cyber; Policy #107034205; Policy Period: 01/20/2019-01/20/2020; Carrier: Travelers Excess and Surplus Lines Company; Limit: $5M excess of $85M.

7th Excess Network Security/ Cyber: Policy #596658657; Policy Period: 01/20/2019-01/20/2020; Carrier: Continental Casualty Company; Limit $10M excess of $90M.

C-17-039

AMENDMENT NO. 1

TO AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and Principal Life Insurance Company, an Iowa Corporation ("Principal"), whose principal place of business is 711 High Street, Des Moines, Iowa 50392, is effective as of the 1st day of November, 2018.

RECITALS

A. City and Principal entered into that certain Agreement for Administrative Services dated November 1, 2017 ("Agreement"), whereby Principal agreed to provide certain non-discretionary claims and administrative functions and services on behalf of City as Plan Administrator for City's employee welfare benefit plan, subject to the federal Employee Retirement Income Security Act of 1974.

B. The Agreement provided for an initial term of November 1, 2017 to November 1, 2018, and for renewal thereafter at City's sole option for up to three successive one-year terms.

C. City and Principal now desire to amend the Agreement to extend the term of the Agreement until November 1, 2020, and to ratify and affirm through this Amendment the continuous and uninterrupted term of the Agreement commencing on November 1, 2017 and continuing until November 1, 2020.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~).

> a. Subsection (a) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:
>
> "The initial term of this Agreement will begin on the Effective Date and continue until November 1, ***2020*** ~~2018~~. Thereafter, unless earlier terminated by either Party, this Agreement may be renewed at Employer's sole option for up to three successive one-year terms."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Principal 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.

Principal 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 Principal that, as of the date of this Amendment, Principal 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 Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below, with express intent that this Amendment shall be effective as of November 1, 2018.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

Date: September 17, 2019

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

Tori Lynn Rohde

TORI LYNN ROHDE
Commission Number 774679
My Commission Expires
September 05, 2021

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara Kohler Hoogensen
Name: Kara Kohler Hoogensen
Title: Vice President- Group Benefits

Date: September 12, 2019

By: Randall Odze
Name: Randall Odzer
Title: VP-CFO U.S. Insurance Solutions

Date: September 12, 2019

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

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 Sept 12, 2019 before me, Tori Lynn Rohde, personally appeared Randall Oelzer, 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: Tori Lynn Rohde

NOTARIAL SEAL TORI LYNN ROHDE Commission Number 774679 My Commission Expires September 05, 2021

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 Sept 12 2019 before me Tori Lynn Rohde personally appeared Kara Kohler Hughesen 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: Tori Lynn Rohde

NOTARIAL SEAL IOWA
TORI LYNN ROHDE
Commission Number 774679
My Commission Expires
September 05, 2021

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

C-17-039

AMENDMENT NO. 2

TO AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and Principal Life Insurance Company, an Iowa Corporation ("Principal"), whose principal place of business is 711 High Street, Des Moines, Iowa 50392, is effective as of the 01 day of November, 2020.

RECITALS

A. City and Principal entered into that certain Agreement for Administrative Services dated November 1, 2017 ("Agreement"), whereby Principal agreed to provide certain non-discretionary claims and administrative functions and services on behalf of City as Plan Administrator for City's employee welfare benefit plan, subject to the federal Employee Retirement Income Security Act of 1974.

B. The Agreement provided for an initial term of November 1, 2017 to November 1, 2018, and for renewal thereafter at City's sole option for up to three successive one-year terms.

C. Effective November 1, 2018, City and Principal entered into Amendment No. 1 to the Agreement to extend the term of the Agreement until November 1, 2020, while retaining the City's three one-year options to extend the term beyond said date.

D. By this Amendment, and pursuant to Principal's offer to the City of a "rate pass" for services for the period of November 1, 2020 to November 1, 2021, City desires to exercise the first of its three one-year options, thereby extending the term of the Agreement until November 1, 2021, with two one-year options remaining thereafter. Accordingly, City and Principal acknowledge and agree that the existing/original fee rates pursuant to the Agreement will remain in effect until the conclusion of the first option period (November 1, 2021), at earliest.

TERMS

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

2. **Contract Changes.** The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~).

> a. Subsection (a) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:
>
> "The initial term of this Agreement will begin on the Effective Date and continue until November 1, ***2021*** ~~2020~~. Thereafter, unless earlier terminated by either Party, this Agreement may be renewed

at Employer's sole option for up to ***two*** ~~three~~ successive one-year terms."

3. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Principal 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.

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

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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 Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara Hoogensen
Name: Kara Hoogensen
Title: SVP Specialty Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP-Group Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara Hoogensen
Name: Kara Hoogensen
Title: SVP Specialty Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP-Group Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

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~~ IOWA

COUNTY OF ~~LOS ANGELES~~ POLK

On August 31, 2020 before me, Jean M. Koss, personally appeared Karen Hoogenson, 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~~ Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jean M. Koss

NOTARIAL SEAL IOWA
JEAN M. KOSS
Commission Number 160596
My Commission Expires
May 16, 2021

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~~ Iowa

COUNTY OF ~~LOS ANGELES~~ Polk

On August 31, 2020 before me, Jean M Koss, personally appeared Gina Noga, 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~~ Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jean M. Koss

NOTARIAL SEAL IOWA
JEAN M. KOSS
Commission Number 160596
My Commission Expires
May 16, 2021

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/20/2021

DATE (MM/DD/YYYY): 9/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1407923
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392

COVERAGES **CERTIFICATE NUMBER:** 16283244 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Network Security/Cyber Policy	N	N	03-984-50-80	1/20/2020	1/20/2021	Limit: $10,000,000 Retention: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
See Attached for Excess Layers.

CERTIFICATE HOLDER

16283244
City of Carson
701 E. Carson Street
Carson CA 90745

CANCELLATION See Attachment

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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The ACORD name and logo are registered marks of ACORD

1st Excess Network Security/Cyber Policy; Lloyds Syndicate Brit 2987 & 2988;
Policy #B0713MEDTE2001450; Policy Period: 01/20/2020-01/20/2021; Limit: $10M excess of $10M;

2nd Excess Network Security/Cyber Policy; Greenwich Insurance Company (XL);
Policy #MTE9032043 05; Policy Period: 01/20/2020-01/20/2021; Limit: $10M excess of $20M;

3rd Excess Network Security/ Cyber Policy; Lloyds Syndicate 1955 (Barbican);
Policy # B0713MEDTE2001627; Policy period 01/20/2020 - 01/20/2021; Limit $10M excess of $30M;

4th Excess Network Security / Cyber Policy; Axis Insurance Company;
Policy #P-001-000069548-02; Policy period 01/20/2020-01/20/2021; Limit $10M excess of $40M;

5th Excess Network Security/Cyber Policy; Tokio Marine Kiln Syndicates Limited (Barbican);
Policy #B0713MEDTE2001684; Policy Period 01/20/2020-01/20/2021; Limit: $35M excess of $50M;

6th Excess Network Security/Cyber Policy; Travelers Excess and Surplus Lines Company;
Policy #107034205; Policy Period 01/20/2020-01/20/2021; Limit $5M excess of $85M;

7th Excess Network Security/ Cyber; Policy Continental Casualty Company;
Policy #596658657; Policy Period: 01/20/2020-01/20/2021; Limit $10M excess of $90M.

ACORD®

CERTIFICATE OF PROPERTY INSURANCE

5/1/2021

DATE (MM/DD/YYYY) 9/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID:

INSURED
104814
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392-0001

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pitts. PA	19445
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD	NOT APPLICABLE			BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY NOT APPLICABLE POLICY NUMBER				$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X CRIME ✓ TYPE OF POLICY FI Bond	01-317-35-40	5/1/2020	5/1/2021	X Employee Dishonesty X On Premises X In Transit L	$ 15,000,000 $ 15,000,000 $ 15,000,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				$ XXXXXXX $ XXXXXXX
A B	Computer Crime ✓	01-317-52-48 See Remarks	5/1/2020 5/1/2020	5/1/2021 5/1/2021	X X	$ 15,000,000 $ 30,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*See Attached.

CERTIFICATE HOLDER

209286

City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION [024]

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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FI Bond Excess Policy

1st Excess FI Bond
Carrier: ACE American Insurance Company
Policy #: DOX G25542812 005
Effective: 5/1/2020 – 5/1/2021
Single Loss Limit: $15,000,000 excess of $30,000,000 plus deductible
Aggregate Limit: $30,000,000

2nd Excess FI Bond
Carrier: Berkley Regional Insurance Company
Policy #: BFIC-45000342-26
Effective: 5/1/2020 – 5/1/2021
Single Loss Limit: $20,000,000 excess of $30,000,000 plus deductible
Aggregate Limit: $40,000,000

Computer Crime Excess Policies

1st Excess Computer Crime
Carrier: ACE American Insurance Company
Policy #: DOX G25543233 005
Effective: 5/1/2020 – 5/1/2021
Single Loss Limit: $15,000,000/Single Loss Ded: $1,000,000

2nd Excess Computer Crime
Carrier: Berkley Regional Insurance Company
Policy # BFCC-45000341-26
Effective: 5/1/2020 – 5/1/2021
Single Loss Limit: $20,000,000 excess of $30,000,000 plus deductible
Aggregate Limit: $40,000,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LMC Insurance & Risk Management, Inc.
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150 FAX (A/C, No): 515-244-9535
E-MAIL ADDRESS: lindsay.gentry@lmcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentry Insurance a Mutual Company	24988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PRINFIN-01
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50309

COVERAGES **CERTIFICATE NUMBER:** 1649023760 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ✓			90-02771-02	5/1/2020	5/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA. License #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: LARealEstateCerts@ajg.com
PHONE (A/C, No, Ext): 818-539-1415 FAX (A/C, No): 818-539-1804
E-MAIL ADDRESS: LARealEstateCerts@ajg.com

INSURED PRINFIN-04
Principal Financial Group, Inc.
711 High Street
Des Moines, IA 50392

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE Property & Casualty Insurance Co	20699
INSURER B : Endurance Assurance Corporation	11551
INSURER C : Sompo America Insurance Company	11126
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 238246367 **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	
B	X COMMERCIAL GENERAL LIABILITY			GGR10014548501	5/1/2020	5/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						Deductible	$ NIL
C	AUTOMOBILE LIABILITY ✓			ACVS1168Q0	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR ✓			XEUG46635115004	5/1/2020	5/1/2021	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Terrorism coverage is included.
Evidence only.

CERTIFICATE HOLDER

City of Carson
Attn: Faye Moseley
701 E Carson Street
Carson CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AMENDMENT NO. 3

TO AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and Principal Life Insurance Company, an Iowa Corporation ("Principal"), whose principal place of business is 711 High Street, Des Moines, Iowa 50392, is effective as of the 1st day of November, 2021.

RECITALS

A. City and Principal entered into that certain Agreement for Administrative Services dated November 1, 2017 ("Agreement"), whereby Principal agreed to provide certain non-discretionary claims and administrative functions and services on behalf of City as Plan Administrator for City's employee welfare benefit plan, subject to the federal Employee Retirement Income Security Act of 1974.

B. The Agreement provided for an initial term of November 1, 2017 to November 1, 2018, and for renewal thereafter at City's sole option for up to three successive one-year terms.

C. Effective November 1, 2018, City and Principal entered into Amendment No. 1 to the Agreement to extend the term of the Agreement until November 1, 2020, while retaining the City's three one-year options to extend the term beyond said date.

D. Effective November 1, 2020, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2020 to November 1, 2021, City and Principal entered into Amendment No. 2 to the Agreement to exercise the first of City's three one-year options, thereby extending the term of the Agreement until November 1, 2021, with two one-year options remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the first option period (November 1, 2021), at earliest.

E. By this Amendment, and pursuant to Principal's offer to the City, the fee for administrative and broker services for the period of November 1, 2021 to November 1, 2022 will remain at $7.70 PEPM. Accordingly, City and Principal acknowledge and agree that the existing/original fee rates pursuant to the Agreement will remain in effect until the conclusion of the option period (November 1, 2022), at earliest, with one one-year option remaining thereafter.

TERMS

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

2. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~).

Classification: Customer Confidential
01907.0004/731497.1

a. Subsection (a) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:

"The initial term of this Agreement will begin on the Effective Date and continue until November 1, ***2022*** ~~2021~~. Thereafter, unless earlier terminated by either Party, this Agreement may be renewed at Employer's sole option for up to ***one*** ~~two~~ successive one-year terms."

3. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Principal 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.

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

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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 Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

Classification: Customer Confidential
01807-0004/751497.1

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis Holmes

Lula Davis-Holmes, Mayor

ATTEST:

for John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara M. Kohler Hoogensen
Name: Kara M. Kohler Hoogensen
Title: SVP - Specialty Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP - Group Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara M. Kohler Hoogensen
Name: Kara M. Kohler Hoogensen
Title: SVP - Specialty Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP - Group Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

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~~ Iowa

COUNTY OF ~~LOS ANGELES~~ Polk

On 10/28, 2021 before me, Christine Toledo, personally appeared Kara Hoagmson, 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~~ Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Christine Toledo

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2023

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~~ Iowa

COUNTY OF LOS ANGELES Polk

On 10/28, 2021 before me, Christine Toledo, personally appeared Gina Nazpa, 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~~ Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2023

Signature: Christine Toledo

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2021

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.

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PRODUCER
LMC Insurance & Risk Management, Inc.
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150 FAX (A/C, No): 515-244-9535
E-MAIL ADDRESS: lindsay.gentry@lmcins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentry Insurance a Mutual Company	24988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PRINFIN-01
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50309

COVERAGES **CERTIFICATE NUMBER:** 728761668 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			90-02771-02	5/1/2021	5/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

APPROVED
RG
10/28/2021

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

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The ACORD name and logo are registered marks of ACORD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/11/2021

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
Arthur J. Gallagher & Co.
Insurance Brokers of CA. License #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: LARealEstateCerts@ajg.com
PHONE (A/C, No, Ext): 818-539-1415 FAX (A/C, No): 818-539-1804
E-MAIL ADDRESS: LARealEstateCerts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	11551
INSURER B : Sompo America Insurance Company	11126
INSURER C : Cincinnati Insurance Company	10677
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E :	
INSURER F :	

INSURED PRINFIN-04
Principal Financial Group, Inc.
711 High Street
Des Moines, IA 50392

COVERAGES **CERTIFICATE NUMBER:** 1549189466 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GGR10014548502	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ NIL
B	AUTOMOBILE LIABILITY	Y	Y	ACVS1168Q0	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			EXS0614085	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0.00							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Excess Liability			G46635115005	5/1/2021	5/1/2022	Per Occ/Aggregate	$10M xs $1M
C	Excess Liability			EXS0614096	5/1/2021	5/1/2022	Per Occ/Aggregate	$14M xs $11M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Terrorism coverage is included. Additional Insured Included Per Attached Company Form.
City of Carson, its elected and appointed officers, employees, volunteers and agents are included as additional insured as respects to General Liability per attached company form. Insurance is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

APPROVED
RG
10/28/2021

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are obligated pursuant to a written contract or agreement executed prior to a loss to provide such insurance as is afforded by this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

AMENDMENT NO. 4

TO AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and Principal Life Insurance Company, an Iowa Corporation ("Principal"), whose principal place of business is 711 High Street, Des Moines, Iowa 50392, is effective as of the 1st day of November, 2022.

RECITALS

A. City and Principal entered into that certain Agreement for Administrative Services dated November 1, 2017 ("Agreement"), whereby Principal agreed to provide certain non-discretionary claims and administrative functions and services on behalf of City as Plan Administrator for City's employee welfare benefit plan, subject to the federal Employee Retirement Income Security Act of 1974.

B. The Agreement provided for an initial term of November 1, 2017 to November 1, 2018, and for renewal thereafter at City's sole option for up to three successive one-year terms.

C. Effective November 1, 2018, City and Principal entered into Amendment No. 1 to the Agreement to extend the term of the Agreement until November 1, 2020, while retaining the City's three one-year options to extend the term beyond said date.

D. Effective November 1, 2020, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2020 to November 1, 2021, City and Principal entered into Amendment No. 2 to the Agreement to exercise the first of City's three one-year options, thereby extending the term of the Agreement until November 1, 2021, with two one-year options remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the first option period (November 1, 2021), at earliest.

E. Effective November 1, 2021, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2021 to November 1, 2022, City and Principal entered into Amendment No. 3 to the Agreement to exercise the second of City's three one-year options, thereby extending the term of the Agreement until November 1, 2022, with one one-year option remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the second option period (November 1, 2022), at earliest.

F. By this Amendment, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2022 to November 1, 2023, City desires to exercise its last remaining one-year option, thereby extending the term of the Agreement until November 1, 2023. Accordingly, City and Principal acknowledge and agree that the existing/original fee rates pursuant to the Agreement will remain in effect (and specifically, that the fee for administrative and broker services will remain at $7.70 per employee per month [PEPM]), until the conclusion of the option period (November 1, 2023).

TERMS

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

2. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~).

a. Subsection (a) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:

"The initial term of this Agreement will begin on the Effective Date and continue until November 1, ***2023*** ~~2022~~***, unless earlier terminated by either Party pursuant to Section 17(b)***. ~~Thereafter, unless earlier terminated by either Party, this Agreement may be renewed at Employer's sole option for up to one successive one-year term.~~"

b. Subsection (b) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:

"This Agreement is terminable by Principal upon written notice, ***following a notice of default and a 30-day cure period,*** if Employer fails to maintain adequate funds in the Plan Account to pay all Plan benefits in the ordinary course of business, or fails to make prompt payment in full of the fees and expenses due to Principal for the performance of this Agreement, or if the benefits of the Plan fail to qualify as Excepted benefits. ***This Agreement is terminable by Employer upon written notice, following notice of default and a 30-day cure period, if Principal fails to perform any material obligation of Principal under this Agreement.***"

3. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Principal 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.

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

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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 Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes

Lula Davis-Holmes, Mayor

ATTEST:

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara Hoogensen
Name: Kara Hoogensen
Title: SVP - Specialty Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP Group Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

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~~ IOWA

COUNTY OF ~~LOS ANGELES~~ Polk

On November 22, 2022 before me, Christine Tol, personally appeared Kara Hagensen 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: Christine Tol

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2023

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

Iowa

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~~ Iowa

COUNTY OF ~~LOS ANGELES~~ Polk

On November 21, 2022 before me, Christine Toledo, personally appeared Gina Noga, 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~~ Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Christine Toledo

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2023

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2022

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
Arthur J. Gallagher & Co. Insurance Brokers of CA.
500 N. Brand Boulevard
Suite 100
Glendale CA 91203

CONTACT NAME: LARealEstateCerts@ajg.com
PHONE (A/C, No, Ext): 818-539-1415 **FAX (A/C, No):** 818-539-1804
E-MAIL ADDRESS: LARealEstateCerts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	11551
INSURER B : Sompo America Insurance Company	11126
INSURER C : Cincinnati Insurance Company	10677
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E : National Union Fire Insurance Company of Pittsburg	19445
INSURER F :	

INSURED PRINFIN-04
Principal Financial Group, Inc.
711 High Street
Des Moines, IA 50392-1370

COVERAGES **CERTIFICATE NUMBER:** 1642019821 **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 PRO-JECT X LOC OTHER:	Y	Y	GGR10014548503	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ NIL
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			GAP30019016500	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ NII			EXS0614085	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Excess Liability			XCPG46635115006	5/1/2022	5/1/2023	Per Occ/Aggregate	$15M xs $5M
E	Excess Liability			BE068429320	5/1/2022	5/1/2023	Per Occ/Aggregate	$15M xs $20M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Terrorism coverage is included. Additional Insured Included Per Attached Endorsement.

City of Carson, its elected and appointed officers, employees, volunteers and agents are included as additional insured as respects to General Liability per attached company form. Insurance is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
11/22/2022

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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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are obligated pursuant to a written contract or agreement executed prior to a loss to provide such insurance as is afforded by this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2022

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
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150 FAX (A/C, No): 515-237-0150
E-MAIL ADDRESS: lindsay.gentry@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentry Insurance a Mutual Company	24988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PRINFIN-01
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50309

COVERAGES **CERTIFICATE NUMBER:** 666024887 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	90-02771-02	5/1/2022	5/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
11/22/2022

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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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/20/2023

DATE (MM/DD/YYYY) 9/27/2022

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
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1407923 Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392

COVERAGES **CERTIFICATE NUMBER:** 16283244 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Network Security/Cyber Policy	N	N	02-708-18-97	1/20/2022	1/20/2023	Limit: $10,000,000 Retention: $2,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
See Attached for Excess Layers.

CERTIFICATE HOLDER

16283244
City of Carson
701 E. Carson Street
Carson CA 90745

CANCELLATION See Attachment

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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Excess Policies

1st Excess Network Security/Cyber Policy; Lloyds of London;
Policy #MEDTE2201450; Policy Period: 01/20/2022-01/20/2023; Limit: $10M excess of $10M;

2nd Excess Network Security/Cyber Policy; Beazley Insurance Company, Inc.;
Policy #V314F1220101; Policy Period: 01/20/2022-01/20/2023; Limit: $10M excess of $20M;

3rd Excess Network Security/ Cyber Policy; Lloyd's of London
Policy # MEDTE2201627; Policy Period 01/20/2022-01/20/2023; Limit $10M excess of $30M;

4th Excess Network Security / Cyber Policy; QBE Specialty Insurance Company.;
Policy #130002169; Policy Period 01/20/2022-01/20/2023; Limit $10M excess of $40M;

5th Excess Network Security/Cyber Policy; Lloyds of London;
Policy #MEDTE2201684; Policy Period 01/20/2022-01/20/2023; Limit: $30M excess of $50M;

CERTIFICATE OF PROPERTY INSURANCE

5/1/2023

DATE (MM/DD/YYYY) 9/27/2022

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.

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID:

INSURED
104814
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392-0001

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B : National Union Fire Ins Co Pitts. PA	19445
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD	NOT APPLICABLE			BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY NOT APPLICABLE POLICY NUMBER				$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X CRIME TYPE OF POLICY FI Bond/ERISA Bond	06-686-60-38/06-685-60-24	5/1/2022	5/1/2023	X Single Loss	$ 15,000,000 $ XXXXXXX $ XXXXXXX
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				$ XXXXXXX $ XXXXXXX
A	Computer Crime	06-685-60-17	5/1/2022	5/1/2023	X	$ 15,000,000 $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

B) ERISA Bond is with National Union Fire Insurance Company of Pittsburgh PA. $30M Aggregate applies to the above policies. *See Attached.

CERTIFICATE HOLDER

209286
City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION [024]

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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2022-2023 Excess Policies

1st Excess FI Bond
Carrier: ACE American Insurance Company
Policy #: DOX G25542812 007
Effective: 5/1/2022 – 5/1/2023
Single Loss Limit: $15,000,000/ $30,000,000 Aggregate

2nd Excess FI Bond
Carrier: Berkley Regional Insurance Company
Policy #: BFIC-45000342-28
Effective: 5/1/2022 – 5/1/2023
Single Loss Limit: $20,000,000/ $40,000,000 Aggregate

1st Excess ERISA Bond
Carrier: ACE American Insurance Company
Policy #: DOX G70849720 002
Effective: 5/1/2022 – 5/1/2023
Single Loss Limit: $15,000,000/ $30,000,000 Aggregate

2nd Excess ERISA Bond
Carrier: Berkley Regional Insurance Company
Policy #: BFIC-45004252-21
Effective: 5/1/2022 – 5/1/2023
Single Loss Limit: $20,000,000/ $40,000,000 Aggregate

1st Excess Computer Crime Bond
Carrier: ACE American Insurance Company
Policy #: DOX G25543233 007
Effective: 5/1/2022 – 5/1/2023
Single Loss Limit: $15,000,000/ $30,000,000 Aggregate

2nd Excess Computer Crime Bond
Carrier: Berkley Regional Insurance Company
Policy #: BFIC-45000341-28
Effective: 5/1/2022 – 5/1/2023
Single Loss Limit: $20,000,000/ $40,000,000 Aggregate

AMENDMENT NO. 5

TO AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and Principal Life Insurance Company, an Iowa Corporation ("Principal"), whose principal place of business is 711 High Street, Des Moines, Iowa 50392, is effective as of the 1st day of November, 2023.

RECITALS

A. City and Principal entered into that certain Agreement for Administrative Services dated November 1, 2017 ("Agreement"), whereby Principal agreed to provide certain non-discretionary claims and administrative functions and services on behalf of City as Plan Administrator for City's employee welfare benefit plan, subject to the federal Employee Retirement Income Security Act of 1974.

B. The Agreement provided for an initial term of November 1, 2017 to November 1, 2018, and for renewal thereafter at City's sole option for up to three successive one-year terms.

C. Effective November 1, 2018, City and Principal entered into Amendment No. 1 to the Agreement to extend the term of the Agreement until November 1, 2020, while retaining the City's three one-year options to extend the term beyond said date.

D. Effective November 1, 2020, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2020 to November 1, 2021, City and Principal entered into Amendment No. 2 to the Agreement to exercise the first of City's three one-year options, thereby extending the term of the Agreement until November 1, 2021, with two one-year options remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the first option period (November 1, 2021), at earliest.

E. Effective November 1, 2021, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2021 to November 1, 2022, City and Principal entered into Amendment No. 3 to the Agreement to exercise the second of City's three one-year options, thereby extending the term of the Agreement until November 1, 2022, with one one-year option remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the second option period (November 1, 2022), at earliest.

F. Effective November 1, 2022, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2022 to November 1, 2023, City and Principal entered into Amendment No. 4 to the Agreement to exercise the third of City's three one-year options, thereby extending the term of the Agreement until November 1, 2023. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect (and specifically, that the fee for

administrative and broker services would remain at $7.70 per employee per month [PEPM]), until the conclusion of the third option period (November 1, 2023), at earliest.

G. By this Amendment, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2023 to November 1, 2026, City and Principal desire to amend the Agreement to extend the term of the Agreement until November 1, 2026, unless earlier terminated in accordance with applicable provisions of the Agreement. Accordingly, City and Principal acknowledge and agree that the existing/original fee rates pursuant to the Agreement will remain in effect (and specifically, that the fee for administrative and broker services will remain at $7.70 per employee per month [PEPM]), until November 1, 2026, at earliest.

H. The City's procurement of Principal's services pursuant to this Agreement is exempt from the bidding requirements of the City's purchasing ordinance (Chapter 6 of Article 2 of the Carson Municipal Code) pursuant to Carson Municipal Code Section 2611(i)(4).

TERMS

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

2. **Contract Changes**. The Agreement is amended as provided herein (additions shown in ***bold italics***, deletions shown in ~~strikethrough~~).

a. Subsection (a) of Section 4 (Fee for Administrative Services) is amended to read in its entirety as follows:

"Employer agrees to pay Principal a monthly fee for the performance of this Agreement. The amount of the fee shall be determined annually by Principal~~.~~***, except that t***~~T~~he initial monthly administrative fee***, which*** is shown on the Fee Addendum***,*** ~~and~~ shall remain unchanged for a period of ***nine*** ~~one~~ years commencing on the Effective Date of this Agreement. ***Subject to the foregoing,*** Principal shall provide Employer with written notice of any change in the administrative fee amount at least 90 days prior to the change taking effect, and such changes to the administrative fee shall not take effect until notice has been provided as stated herein. Fees for services described in any Addendum to this Agreement are stated separately therein. Employer shall pay all fees to Principal in full within (45) days following the date a written statement or invoice is submitted to Employer by which Principal notifies the Employer of a monthly amount due. All fees shall be paid from the employer's general assets and not with Plan assets."

b. Subsection (a) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:

"The initial term of this Agreement will begin on the Effective Date and continue until November 1, ***2026*** ~~2023~~, unless earlier terminated by either Party pursuant to Section 17(b) ***or Section 17(c)***."

c. Subsection (c) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:

"~~Following the initial term of this Agreement, t~~***T***his Agreement may be terminated by either Party upon ninety (90) days' notice to the other Party, with or without cause."

3. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Principal 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.

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

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

6. **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 Agreement does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis Holmes

Lula Davis-Holmes, Mayor

ATTEST:

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara M. Kohler Hoogensen
Name: Kara M. Kohler Hoogensen
Title: SVP - Workplace Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP WorkPlace Benefits Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first set forth hereinabove.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis Holmes

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[BRJ]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa Corporation

By: Kara M. Kohler Hoogensen
Name: Kara M. Kohler Hoogensen
Title: SVP - Workplace Benefits

By: Gina Noga
Name: Gina Noga
Title: AVP Workplace Benefits Underwriting

Two corporate officer signatures required for Principal as 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. PRINCIPAL'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 PRINCIPAL AS A CORPORATION.

~~CALIFORNIA~~ Iowa 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~~ Iowa

COUNTY OF ~~LOS ANGELES~~ Polk

On 11/14, 2023 before me, Christine Toledo, personally appeared ~~Karen Hoogensen~~ Gina Noga, 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~~ IA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHRISTINE TOLEDO
Notarial Seal - IOWA
Commission No. 805438
My Commission Expires July 24, 2026

Signature: Christine Toledo

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N. Brand Boulevard, Ste. 100
Glendale CA 91203

License#: 0D69293
PRINFIN-04

CONTACT NAME: LARealEstateCerts@ajg.com
PHONE (A/C, No, Ext): 818-539-1415 FAX (A/C, No): 818-539-1804
E-MAIL ADDRESS: LARealEstateCerts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance Assurance Corporation	11551
INSURER B : Sompo America Insurance Company	11126
INSURER C : Cincinnati Insurance Company	10677
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E : National Union Fire Insurance Company of Pittsburg	19445
INSURER F :	

INSURED
Principal Financial Group, Inc.
711 High Street
Des Moines, IA 50392-1370

COVERAGES **CERTIFICATE NUMBER:** 711006494 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GGR10014548504	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Deductible	$ NIL
B	AUTOMOBILE LIABILITY			GAP30019016501	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			EXS0614085	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ NII							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	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	$
D	Excess Liability			G46635115007	5/1/2023	5/1/2024	Per Occ/Aggregate	$15M xs $5M
E	Excess Liability			BE014121893	5/1/2023	5/1/2024	Per Occ/Aggregate	$15M xs $20M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Terrorism coverage is included. Additional Insured Included Per Attached Endorsement.

City of Carson, its elected and appointed officers, employees, volunteers and agents are included as additional insured as respects to General Liability per attached company form. Insurance is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

Insurance Approved
DJ
08/09/23

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 – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are obligated pursuant to a written contract or agreement executed prior to a loss to provide such insurance as is afforded by this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

CERTIFICATE OF LIABILITY INSURANCE

1/20/2024

DATE (MM/DD/YYYY) 8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #1000
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1407923
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392

COVERAGES **CERTIFICATE NUMBER:** 16283244 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Network Security/Cyber Policy	N	N	02-406-34-65	1/20/2023	1/20/2024	Limit: $10,000,000 Retention: $2,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
See Attached for Excess Layers.

CERTIFICATE HOLDER

16283244
City of Carson
701 E. Carson Street
Carson CA 90745

CANCELLATION See Attachments

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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Excess Policies

1st Excess Network Security/Cyber Policy; Indian Harbor Insurance Company;
Policy #MTE9045947 00; Policy Period: 01/20/2023-01/20/2024; Limit: $10M excess of $10M;

2nd Excess Network Security/Cyber Policy; Beazley Insurance Company;
Policy #V314F1230201; Policy Period: 01/20/2023-01/20/2024; Limit: $10M excess of $20M;

3rd Excess Network Security/ Cyber Policy; Endurance American Specialty Insurance Company;
Policy # NVX30031414500; Policy Period 01/20/2023-01/20/2024; Limit $10M excess of $30M;

4th Excess Network Security / Cyber Policy; QBE Specialty Insurance Company.;
Policy #130002169; Policy Period 01/20/2023-01/20/2024; Limit $10M excess of $40M;

5th Excess Network Security/Cyber Policy; Starr Surplus Lines Insurance Company;
Policy #1000635438231; Policy Period 01/20/2023-01/20/2024; Limit: $10M excess of $50M;

6th Excess Network Security/Cyber Policy; Scottsdale Insurance Company;
Policy #XMS2309549; Policy Period 01/20/2023-01/20/2024; Limit: $10M excess of $60M;

7th Excess Network Security/Cyber Policy; Westfield Specialty Insurance Company;
Policy #XCO-289592K-00; Policy Period 01/20/2023-01/20/2024; Limit: $10M excess of $70M;

Evidence of Coverage

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the method listed below, referencing Certificate ID **16283244.**

Email: SE-EDelivery@lockton.com

- - Please include the above Certificate ID number and "Email Address for E-Deliver" in the subject line.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using the method above.

The above inbox is for automating electronic deliver of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
3280 Peachtree Road NE, Ste. 250
Atlanta, GA 30305

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Great Plains, LLC
4200 University Ave., Suite 200
West Des Moines IA 50266-5945

CONTACT NAME: Lindsay Gentry
PHONE (A/C, No, Ext): 515-237-0150 FAX (A/C, No): 515-237-0150
E-MAIL ADDRESS: lindsay.gentry@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Accident Fund Ins Co of America	10166
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PRINFIN-01
Principal Financial Group, Inc.
Principal Workforce LLC
711 High Street
Des Moines IA 50309

COVERAGES **CERTIFICATE NUMBER:** 1734981505 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N: N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1400022982	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

Insurance Approved
DJ
08/09/23

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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CERTIFICATE OF PROPERTY INSURANCE

5/1/2024

DATE (MM/DD/YYYY) 8/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Lockton Companies
3280 Peachtree Road NE, Suite #1000
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID:

INSURED
104814
Principal Financial Group, Inc.
711 High Street
Des Moines IA 50392-0001

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD	NOT APPLICABLE			BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY NOT APPLICABLE POLICY NUMBER				$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X CRIME TYPE OF POLICY FI Bond	06-162-34-11	5/1/2023	5/1/2024	X Single Loss	$ 15,000,000 $ XXXXXXX $ XXXXXXX
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN	NOT APPLICABLE				$ XXXXXXX $ XXXXXXX
A	Computer Crime	06-162-61-89	5/1/2023	5/1/2024	X	$ 15,000,000 $

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

*See Attached.

CERTIFICATE HOLDER

209286 City of Carson
701 E Carson Street
Carson CA 90745

CANCELLATION [024]

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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2023-2024 Excess Policies

1st Excess FI Bond

Carrier: ACE American Insurance Company

Policy #: G25542812 008

Effective: 05/01/2023 – 05/01/2024

Single Loss Limit: $15,000,000 / $30,000,000 Aggregate

2nd Excess FI Bond

Carrier: Berkley Regional Insurance Company

Policy #: BFIC-45000342-29

Effective: 05/01/2023 – 05/01/2024

Single Loss Limit: $20,000,000 / $40,000,000 Aggregate

1st Excess Computer Crime Bond

Carrier: ACE American Insurance Company

Policy #: G25543233 008

Effective: 05/01/2023 – 05/01/2024

Single Loss Limit: $15,000,000 / $30,000,000 Aggregate

2nd Excess Computer Crime Bond

Carrier: Berkley Regional Insurance Company

Policy #: BFCC-45000341-29

Effective: 05/01/2023 – 05/01/2024

Single Loss Limit: $20,000,000 / $40,000,000 Aggregate

Lakeina Johnson

From: Desiree Johnson
Sent: Wednesday, August 9, 2023 4:12 PM
To: Lakeina Johnson
Cc: Anuar Lopez Ocampo
Subject: FW: Insurance approval needed - Principal Life
Attachments: 23-24-Principal-FI Bond-COI-City of Carson-209286.pdf; 23-24-Principal-Cyber-COI-City of Carson-16283244.pdf; Certificate.pdf - approved 8.9.23 principle.pdf; Certificate of Insurance - City of Carson.pdf - approved 8.9.23 Principle.pdf

Hi Lakeina,

This insurance is approved. I was unable to stamp the Cyber and Bond COI's because they are protected. Please use the email as approved the two unstamped COI's.

Thank you,

Désirée Johnson
Risk Management | City of Carson
701 E. Carson St. | Carson, CA 90745
(310)952-1736 x 1820 | djohnson@carson.ca.us

City Hall is Closed on Friday

AMENDMENT NO. 6

TO AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AMENDMENT NO. 6 TO THE AGREEMENT FOR ADMINISTRATIVE SERVICES ("Amendment No. 6") by and between the CITY OF CARSON, a California municipal corporation ("City") and PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation ("Principal"), whose principal place of business is 711 High Street, Des Moines, IA 50392, is effective as of the ____ day of _____, 2026. City and Principal are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Principal entered into that certain Agreement for Administrative Services dated November 1, 2017 ("Agreement"), whereby Principal agreed to provide certain non-discretionary claims and administrative functions and services on behalf of City as Plan Administrator for City's employee welfare benefit plan, subject to the federal Employee Retirement Income Security Act of 1974.

B. The Agreement provided for an initial term of November 1, 2017 to November 1, 2018, and for renewal thereafter at City's sole option for up to three successive one-year terms.

C. Effective November 1, 2018, City and Principal entered into Amendment No. 1 to the Agreement to extend the term of the Agreement until November 1, 2020, while retaining the City's three one-year options to extend the term beyond said date.

D. Effective November 1, 2020, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2020 to November 1, 2021, City and Principal entered into Amendment No. 2 to the Agreement to exercise the first of City's three one-year options, thereby extending the term of the Agreement until November 1, 2021, with two one-year options remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the first option period (November 1, 2021), at earliest.

E. Effective November 1, 2021, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2021 to November 1, 2022, City and Principal entered into Amendment No. 3 to the Agreement to exercise the second of City's three one-year options, thereby extending the term of the Agreement until November 1, 2022, with one one-year option remaining thereafter. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect until the conclusion of the second option period (November 1, 2022), at earliest.

F. Effective November 1, 2022, and pursuant to Principal's offer to the City of no change in fee for services for the period of November 1, 2022 to November 1, 2023, City and Principal entered into Amendment No. 4 to the Agreement to exercise the third of City's three one-year options, thereby extending the term of the Agreement until November 1, 2023.

Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect (and specifically, that the fee for administrative and broker services would remain at $7.70 per employee per month [PERM]), until the conclusion of the third option period (November 1, 2023), at earliest.

G. Effective November 1, 2023, and pursuant to Principal's offer to the City of no charge in fee for services for the period of November 1, 2023 to November 1, 2026, City and Principal entered into Amendment No. 5 to the Agreement to extend the term of the Agreement until November 1, 2026, unless earlier terminated in accordance with applicable provisions of the Agreement. Accordingly, City and Principal acknowledged and agreed that the existing/original fee rates pursuant to the Agreement would remain in effect (and specifically, that the fee for administrative and broker services would remain at $7.70 per employee per month [PERM]), until November 1, 2026, at earliest.

H. City and Principal now desire to amend the Agreement to extend the term of the Agreement until January 1, 2027, to provide for continued services through December 31, 2026 at the existing/original fee rates pursuant to the Agreement. City and Principal now intend that the Agreement shall finally expire at the end of 2026, and that the term of the Agreement shall not be further extended beyond the end of 2026.

I. The City's procurement of Principal's services pursuant to the Agreement is exempt from bidding requirements of the City's purchasing ordinance (Chapter 6 of Article 2 of the Carson Municipal Code) pursuant to Carson Municipal Code Section 2611(i)(4).

TERMS

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

2. **Contract Changes**. The Agreement is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

A. Subsection (a) of Section 4 (Fee for Administrative Services) is hereby amended to read in its entirety as follows:

> "a. Employer agrees to pay to Principal a monthly fee for the performance of this Agreement. The amount of the fee shall be determined annually by Principal, except that the initial monthly administrative fee, which is shown on the Fee Addendum, shall remain unchanged for a period of nine years ***and two months*** commencing on the Effective Date of this Agreement. Subject to the foregoing, Principal shall provide Employer with written notice of any change in the administrative fee amount at least 90 days prior to the change taking effect, and such changes to the administrative fee shall not take effect until notice has been provided as stated herein. Fees for services described in any Addendum to this Agreement are stated separately therein. Employer shall pay all fees to Principal in full within (45) days following the date a written statement or invoice is submitted to Employer by which Principal notifies the Employer of a monthly

amount due. All fees shall be paid from the employer's general assets and not with Plan assets."

B. Subsection (a) of Section 17 (Term and Termination) of the Agreement is amended to read in its entirety as follows:

"a. The ~~initial~~ term of this Agreement will begin on the Effective Date and continue until ***January 1, 2027*** ~~November 1, 2026~~, unless earlier terminated by either Party pursuant to Section 17(b) or Section 17(c). ***There shall be no option to extend or renew the term of the Agreement beyond December 31, 2026.***"

3. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6 to the Agreement.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Principal each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6, is currently an effective, valid, and binding obligation.

Principal represents and warrants to City that, as of the date of this Amendment No. 6, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Principal that, as of the date of this Amendment No. 6, Principal is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

6. **Authority.** The persons executing this Amendment No. 6 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 6 on behalf of said party, (iii) by so executing this

Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 on the date and year first-above written.

CITY:

CITY OF CARSON, a California municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj; mav]

PRINCIPAL:

PRINCIPAL LIFE INSURANCE COMPANY, an Iowa corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 _____, 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

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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.

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☐ GENERAL

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

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DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: Brenda Cubillo, HR Manager HR Administration

Subject: CONSIDER ADOPTION OF RESOLUTION NO. 26-079, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111 BY APPROVING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM SPECIAL PROJECTS MANAGER TO REAL PROPERTY SERVICES MANAGER (CITY COUNCIL)

I. SUMMARY

The Human Resources and Risk Management Department, in partnership with the Community & Economic Development Department, conducted a review of the existing Special Projects Manager classification. The review determined that the current classification title and specifications no longer accurately reflects the department's current organizational structure, operational needs, and scope of work of the position. The proposed action changes the classification title to Real Property Services Manager and revises the classification specifications to more accurately describe the position's current responsibilities, align with industry-standard terminology, and enhance organizational clarity and credibility when working with external partners, including developers, grant agencies, and financial institutions.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-079, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM SPECIAL PROJECTS MANAGER TO REAL PROPERTY SERVICES MANAGER".

III. ALTERNATIVES

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

IV. BACKGROUND

As part of the FY 2026-2027 adopted budget, the Community & Economic Development Department reorganized the former Special Projects Unit into the Real Property Services Division. The reorganization reflects the Division's ongoing role as the City's centralized resource for real property asset management, development agreements, and development-related fiscal programs. The Division name change reflects its ongoing functions and provides greater clarity regarding its role in the City's organizational structure and its interactions with internal departments and external partners.

In conjunction with the organizational change, the Human Resources and Risk Management Department, in collaboration with the Community & Economic Development Department, conducted a comprehensive review of

the existing Special Projects Manager classification. The review evaluated the position's assigned duties and responsibilities to determine whether the current classification title and specification accurately reflect the work being performed and the operational needs of the Real Property Services Division. Based on the review, it was determined that the existing Special Projects Manager classification title no longer accurately reflects the position's current responsibilities or the functions of the Real Property Services Division. Accordingly, staff recommends reclassifying the existing position from Special Projects Manager to Real Property Services Manager and revising the classification specification to more accurately describe the position's current duties and responsibilities and align with industry-standard terminology.

The proposed reclassification is intended to provide greater alignment between the position's classification and the functions it performs within the Real Property Services Division. The revised classification specification reflects responsibilities related to real property asset management, development agreements, and development-related fiscal programs, as well as the position's role in supporting confidential property negotiations and conducting pro forma review and analysis of development-related financial information. The proposed revised classification specification is included as Exhibit 2, with a redline comparison of the current Special Projects Manager classification specification and the proposed Real Property Services Manager classification specification included as Exhibit 3.

As a result of the duties and responsibilities assigned to the position, the proposed reclassification will also change the position's bargaining unit placement from the Carson Professional and Supervisors Association Employees (CPSA/SEIU 721) bargaining unit to the confidential American Federation of State, County, and Municipal Employees (AFSCME) Local 1017 bargaining unit. This change is based on the confidential nature of certain duties assigned to the position, including participation in and support of confidential property negotiations and the review and analysis of development-related financial information and pro forma analyses.

Consistent with the Meyers-Milias-Brown Act (MMBA), the City notified the affected bargaining units, the Carson Professional and Supervisors Association Employees (CPSA/SEIU 721) and the American Federation Of State, County, And Municipal Employees (AFSCME) Local 1017, of the proposed reclassification on June 23, 2026 and provided the unions with an opportunity to discuss any questions, concerns, or potential impacts the proposed changes may have on bargaining unit members. The parties concluded the meet-and-confer process on August 17, 2026. At the conclusion of discussions, the unions indicated they had no further questions or concerns regarding the proposed reclassification, and no additional follow-up was requested.

V. FISCAL IMPACT

There is no fiscal impact associated with the proposed action. The position is currently authorized and fully funded in the Community & Economic Development Department budget. The General Ledger account will remain unchanged, and no additional appropriations are required. This action does not create a new position or increase staffing levels.

VI. EXHIBITS

1. Resolution No. 26-079 - Classification Title Change and Revised Class Spec From Special Projects Manager To Real Property Services Manager
2. Exhibit "A" to Resolution No. 26-079 - Real Property Services Manager Classification Specification
3. Redline Comparison of current Special Projects Manager and proposed Real Property Services Manager Classification Specifications

Attachments

Resolution No. 26-079 Real Property Services Manager

Exhibit A to Reso No. 26-079 Real Property Services Manager

Redline Comparison - Projects Manager and Real Property Services Manager

RESOLUTION NO. 26-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE JOB CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING THE CLASSIFICATION TITLE CHANGE AND REVISED CLASSIFICATION SPECIFICATION FROM SPECIAL PROJECTS MANAGER TO REAL PROPERTY SERVICES MANAGER

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

WHEREAS, The Director of Human Resources and Risk Management is authorized and directed under provisions of Sections 2797.3 of the Carson Municipal Code and Rule III. Section 1 of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the department directors, which becomes effective upon approval by the City Council; and

WHEREAS, Rule III of the City of Carson Personnel Rules provides that modification to the classification plan, embodied in Resolution No. 77-111, shall be made only after the authorized Human Resources staff members consults with the affected Directors and affected recognized employee organizations; and

WHEREAS, the Human Resources and Risk Management Department, in coordination with the Community & Economic Development Department, reviewed the existing Special Projects Manager classification and determined that revisions are necessary to accurately reflect the work being performed and the operational needs of the Real Property Services Division; and

WHEREAS, the revised classification reflects responsibilities related to real property asset management, development agreements, and development-related fiscal programs, as well as the position's role in supporting confidential property negotiations and conducting pro forma review and analysis of development-related financial information; and

WHEREAS, the proposed classification title of **REAL PROPERTY SERVICES MANAGER** more accurately reflects the duties and responsibilities assigned to the position; and

WHEREAS, the position is currently fully funded, and the proposed classification title change will not result in any additional fiscal impact or changes to existing budget appropriations; and

WHEREAS, the proposed classification title change will also result in a change to the position's bargaining unit placement from the Carson Professional and Supervisors Association Employees (CPSA/SEIU 721) bargaining unit to the confidential American Federation of State, County, and Municipal Employees (AFSCME) Local 1017 bargaining unit; and

WHEREAS, the change in bargaining unit placement is based on the confidential nature of certain duties assigned to the position, including participation in and support of confidential property negotiations and the review and analysis of development-related financial information and pro forma analyses; and

WHEREAS, The Human Resources and Risk Management Department has consulted with the affected parties and has met and conferred with the representatives of the affected recognized employee organizations pursuant to its obligations under the MMBA, concerning the classification specification for the **REAL PROPERTY SERVICES MANAGER**.

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

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

SECTION 2. The City Council hereby approves the classification title change from Special Projects Manager to **REAL PROPERTY SERVICES MANAGER** and approves the revised Classification Specification attached hereto as Exhibit "A."

SECTION 3. There is no fiscal impact associated with this adjustment.

SECTION 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and deem it effective as of September 1, 2026, the same shall be in force and effect.

PASSED, APPROVED AND ADOPTED this 1st day of September 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. 25-137, was passed and approved by the City Council of the City of Carson at its meeting held on November 18, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CLASS SPECIFICATION – REAL PROPERTY SERVICES MANAGER

[to be attached]

City Council Reso. No.: 26-079
Bargaining Unit: AFSCME 1017
FLSA: Exempt

REAL PROPERTY SERVICES MANAGER

Job Summary:

Under general direction of the Community & Economic Development Director, performs highly complex administrative, managerial, and professional duties and supervises staff responsible for the administration of the Real Property Services Division. Oversees a broad range of projects, programs, and initiatives including real property acquisition and disposition, property asset management, housing and community development programs, Community Development Block Grant (CDBG) administration, economic development initiatives, development agreements, matters pertaining to the Carson Housing Authority, Carson Successor Agency, and Carson Enhanced Infrastructure Financing District Public Financing Authority, and other special projects and programs that may have significant community, economic, financial, operational, and policy impacts on the City.

Essential Duties and Responsibilities:

These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments.

1. Plans, organizes, directs, and supervises the activities and operations of the Real Property Services Division.
2. Supervises staff assigned to implement projects, programs, and initiatives that further the objectives of the Department, City Council, General Plan, Housing Element, and other City policies.
3. Oversees the acquisition, disposition, leasing, licensing, development, and asset management of City-owned real property assets and interests.
4. Oversees inventory and disposition of City, Successor Agency, and Housing Authority, and other public agency-owned properties, including compliance with the California Surplus Land Act and other applicable laws and regulations.
5. Participates in the negotiation, preparation, processing, and implementation of development agreements, public-private-partnership agreements, owner participation agreements, disposition and development agreements, purchase and sale agreements, leases, easements, rights-of-way agreements, contracts, grants, resolutions, and requests for proposals, and other related agreements and instruments.
6. Coordinates appraisal, title, escrow, surveying, environmental review, and due diligence activities associated with real property transactions and development projects.
7. Provides assistance, as requested, in the facilitation and negotiation of leases, purchase and sale agreements, development agreements, public-private-partnership agreements, and other contracts with developers, property owners, public agencies, and stakeholders.
8. Develop and implement strategies to promote reinvestment in underutilized properties, including brownfield redevelopment and environmental remediation opportunities.
9. Provide support for the implementation and enforcement of the City's Oil and Gas Code.
10. Provide general oversight of the implementation and enforcement of the Mobile Home Space Rent Control Ordinance.
11. Directs the administration, implementation, compliance, monitoring, and reporting of housing

and community development programs, including Community Development Block Grant (CDBG), affordable housing, and other federally, state, and locally funded programs, ensuring compliance with applicable laws, regulations, and funding requirements.

12. Provide staff support and administrative oversight for the Carson Housing Authority and related housing initiatives and programs.
13. Prepares and reviews staff reports for the City Council, Carson Housing Authority, Carson Successor Agency, Carson EIFD Public Financing Authority, Los Angeles County Oversight Board, and other boards, commissions, and committees as assigned.
14. Assist the Director and/or serve as staff to Carson Housing Authority, Carson EIFD Public Financing Authority, Successor Agency, and related entities.
15. Supports implementation of Successor Agency activities including property disposition, asset management, enforceable obligations, redevelopment property transactions, and related matters.
16. Participate in the preparation of the Successor Agency's Recognized Obligation Payment Schedule (ROPS), bond-related matters, property disposition activities, and coordination with financial advisors, legal counsel, and other consultants.
17. Supports implementation and administration of Enhanced Infrastructure Financing District (EIFD) activities and other public financing mechanisms.
18. Develop and administer budgets and contracts for assigned programs, divisions, and projects; prepare revenue projections; monitor and approve expenditures; recommend adjustments as necessary.
19. Develop new revenue-generating districts, programs, or funding mechanisms including Community Benefits, Inclusionary Housing and Commercial/ Industrial Linkage Fees, to diversify municipal funding sources.
20. Support program administration functions for Development Impact Fees, Community Facilities Districts, public financing programs, and other assigned initiatives.
21. Prepares requests for proposals for professional services, evaluates bids and products, makes recommendations for selection, evaluates and monitors quality of vendor or contract services.
22. Conduct special studies, advanced research, policy analysis, financial analysis, development feasibility analysis, fiscal impact analysis, and financial modeling, and strategic planning activities related to real property, housing, community development, economic development, redevelopment, public financing, and municipal operations.
23. Leads and coordinates developer selection processes, including requests for qualifications, requests for proposals, evaluation of development concepts, negotiation of terms, and preparation of agreements association with public-private development opportunities and City-owned real property initiatives.
24. Develops recommendations and prepares reports necessary to facilitate economic development, community investment, housing programs, real property transactions, redevelopment initiatives, and other City priorities.
25. Represents the Department and City in meetings, negotiations, and discussions with developers, property owners, business owners, consultants, governmental agencies, community organizations, and members of the public.
26. Participates in interdepartmental and intradepartmental teams, committees, boards, and tasks as required.
27. Responds to inquiries, concerns, and requests from elected officials, stakeholders, residents, business owners, and members of the public.
28. Evaluates organizational needs and recommends staffing, organizational structure, consultant support, and resource allocations necessary to accomplish Division objectives.

29. Performs other related duties, as assigned.

QUALIFICATIONS

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

Education and/or Experience:

Bachelor's degree in Business Administration, Public Administration, Real Estate, Urban Planning, Community Development, Finance, Economics, Political Science, or a closely related field; and five (5) years of progressively responsible full-time, professional experience in real property management, housing and community development, economic development, redevelopment, public administration, or a related field, including at least two (2) years of supervisory or management experience.

A Master's degree in Public Administration, Business Administration, Urban Planning, Real Estate Development, or a closely related field may be substituted for one (1) year of the required experience.

Knowledge of:

- Public sector real property acquisition, disposition, leasing, and asset management;
- California surplus Land Act compliance and public agency property disposition requirements;
- Housing and community development program administration;
- Community Development Block Grant (CDBG) administration;
- Redevelopment dissolution law, Successor Agency administration, and Housing Authority operations;
- Economic development and real estate development project management;
- Development agreements, public-private partnerships, and real estate transaction processes;
- Municipal finance, including EIFD's, Community Facilities Districts, and other public financing mechanisms;
- Strategic planning, organizational leadership, and policy analysis.

Skills and/or Ability to:

- Provide strategic leadership and direction for a multidisciplinary Real Property Service division.
- Plan, manage, and evaluate real property and housing related programs.
- Supervise, motivate, and evaluate the work of assigned staff and contractors.
- Develop strategies and campaigns that effectively accomplish the City's real estate and housing priorities.
- Manage program budgets and procurement processes.
- Communicate complex information clearly and effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with elected officials, staff, real estate partners, and the community.
- Negotiate complex real estate transactions, development agreements, public-private partnerships, and other agreements involving developers, property owners, public agencies, and stakeholders.

- Provide executive-level recommendations and communicate complex policy, financial, and operational matters to City management and elected officials.

Licenses and Certificates:

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

Physical Requirements and Working Conditions:

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

- Work is primarily performed in both office and field environments.
- Requires extended use of computers and associated software.
- May be required to lift up to 30 pounds.
- May require working evenings, weekends, and holidays to accomplish real property and housing assignments.
- Subject to inside and outside environmental conditions when visiting project sites.
- Subject to inside and outside environmental conditions when visiting project sites.
- May be required to travel within and outside City boundaries for assignments.

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REAL PROPERTY SERVICES MANAGER

Job Summary:

Under general direction of the Community & Economic Development Director, performs highly complex administrative, managerial, and professional duties and supervises staff responsible for the administration of the Real Property Services Division. Oversees a broad range of projects, programs, and initiatives including real property acquisition and disposition, property asset management, housing and community development programs, Community Development Block Grant (CDBG) administration, economic development initiatives, development agreements, matters pertaining to the Carson Housing Authority, Carson Successor Agency, and Carson Enhanced Infrastructure Financing District Public Financing Authority, and other special projects and programs that may have significant community, economic, financial, operational, and policy impacts on the City.

Essential Duties and Responsibilities:

These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change, or rescind related duties and work assignments.

1. Plans, organizes, directs, and supervises the activities and operations of the Real Property Services Division.
2. Supervises staff assigned to implement projects, programs, and initiatives that further the objectives of the Department, City Council, General Plan, Housing Element, and other City policies.
3. Oversees the acquisition, disposition, leasing, licensing, development, and asset management of City-owned real property assets and interests.
4. Oversees inventory and disposition of City, Successor Agency, and Housing Authority, and other public agency-owned properties, including compliance with the California Surplus Land Act and other applicable laws and regulations.
5. Participates in the negotiation, preparation, processing, and implementation of development agreements, public-private-partnership agreements, owner participation agreements, disposition and development agreements, purchase and sale agreements, leases, easements, rights-of-way agreements, contracts, grants, resolutions, and requests for proposals, and other related agreements and instruments.
6. Coordinates appraisal, title, escrow, surveying, environmental review, and due diligence activities associated with real property transactions and development projects.
7. ~~Provide assistance, as requested, in the facilitation and negotiation of leases, purchase and sale agreements, development agreements, and other contracts with developers, , property owners, public agencies, and stakeholders~~Provides assistance, as requested, in the facilitation and negotiation of leases, purchase and sale agreements, development agreements, public-private-partnership agreements, and other contracts with developers, property owners, public agencies, and stakeholders.
8. Develop and implement strategies to promote reinvestment in underutilized properties, including brownfield redevelopment and environmental remediation opportunities.
9. Provide support for the implementation and enforcement of the City's Oil and Gas Code.

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10. Provide general oversight of the implementation and enforcement of the Mobile Home Space Rent Control Ordinance.
11. Directs the administration, implementation, compliance, monitoring, and reporting of housing and community development programs, including Community Development Block Grant (CDBG), affordable housing, and other federally, state, and locally funded programs, ensuring compliance with applicable laws, regulations, and funding requirements.
12. Provide staff support and administrative oversight for the Carson Housing Authority and related housing initiatives and programs.
13. Prepares and reviews staff reports for the City Council, Carson Housing Authority, Carson Successor Agency, Carson EIFD Public Financing Authority, Los Angeles County Oversight Board, and other boards, commissions, and committees as assigned.
14. Assist the Director and/or serve as staff to Carson Housing Authority, Carson EIFD Public Financing Authority, Successor Agency, and related entities.
15. Supports implementation of Successor Agency activities including property disposition, asset management, enforceable obligations, redevelopment property transactions, and related matters.
16. Participate in the preparation of the Successor Agency's Recognized Obligation Payment Schedule (ROPS), bond-related matters, property disposition activities, and coordination with financial advisors, legal counsel, and other consultants.
17. Supports implementation and administration of Enhanced Infrastructure Financing District (EIFD) activities and other public financing mechanisms.
18. Develop and administer budgets and contracts for assigned programs, divisions, and projects; prepare revenue projections; monitor and approve expenditures; recommend adjustments as necessary.
19. Develop new revenue-generating districts, programs, or funding mechanisms including Community Benefits, Inclusionary Housing and Commercial/ Industrial Linkage Fees, to diversify municipal funding sources.
20. Support program administration functions for Development Impact Fees, Community Facilities Districts, public financing programs, and other assigned initiatives.
21. Prepares requests for proposals for professional services, evaluates bids and products, makes recommendations for selection, evaluates and monitors quality of vendor or contract services.
22. Conduct special studies, advanced research, policy analysis, financial analysis, development feasibility analysis, fiscal impact analysis, and financial modeling, and strategic planning activities related to real property, housing, community development, economic development, redevelopment, public financing, and municipal operations.
23. Leads and coordinates developer selection processes, including requests for qualifications, requests for proposals, evaluation of development concepts, negotiation of terms, and preparation of agreements association with public-private development opportunities and City-owned real property initiatives.

~~23.~~24. Develops recommendations and prepares reports necessary to facilitate economic development, community investment, housing programs, real property transactions, redevelopment initiatives, and other City priorities.

~~24.~~25. Represents the Department and City in meetings, negotiations, and discussions with developers, property owners, business owners, consultants, governmental agencies, community organizations, and members of the public.

~~25.~~26. Participates in interdepartmental and intradepartmental teams, committees, boards, and tasks as required.

~~26.~~27. Responds to inquiries, concerns, and requests from elected officials, stakeholders,

residents, business owners, and members of the public.

28. Evaluates organizational needs and recommends staffing, organizational structure, consultant support, and resource allocations necessary to accomplish Division objectives.

~~27.~~29. Performs other related duties, as assigned.

QUALIFICATIONS

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

Education and/or Experience:

Bachelor's degree in Business Administration, Public Administration, Real Estate, Urban Planning, Community Development, Finance, Economics, Political Science, or a closely related field; and five (5) years of progressively responsible full-time, professional experience in real property management, housing and community development, economic development, redevelopment, public administration, or a related field, including at least two (2) years of supervisory or management experience.

A Master's degree in Public Administration, Business Administration, Urban Planning, Real Estate Development, or a closely related field may be substituted for one (1) year of the required experience.

Knowledge of:

- ~~Public sector real property acquisition and disposition~~Public sector real property acquisition, disposition, leasing, and asset management;
- California surplus Land Act compliance and public agency property disposition requirements;
- Housing and community development program administration;
- Community Development Block Grant (CDBG) administration;
- Redevelopment dissolution law, Successor Agency administration, and Housing Authority operations;
- ~~Redevelopment/Success Agency administration;~~
- Economic development and real estate development project management;
- Development agreements, public-private partnerships, and real estate transaction processes; ~~negotiation and administration;~~
- ~~Public financing programs, including EIFDs and Community Facilities Districts~~Municipal finance, including EIFD's, Community Facilities Districts, and other public financing mechanisms;
- Strategic planning, organizational leadership, and policy analysis.

Skills and/or Ability to:

- Provide strategic leadership and direction for a multidisciplinary Real Property Service division.
- Plan, manage, and evaluate real property and housing related programs.
- Supervise, motivate, and evaluate the work of assigned staff and contractors.
- Develop strategies and campaigns that effectively accomplish the City's real estate and housing priorities.

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- Manage program budgets and procurement processes.
- Communicate complex information clearly and effectively, both orally and in writing.
- Establish and maintain cooperative working relationships with elected officials, staff, real estate partners, and the community.
- Negotiate complex real estate transactions, development agreements, public-private partnerships, and other agreements involving developers, property owners, public agencies, and stakeholders.
- Provide executive-level recommendations and communicate complex policy, financial, and operational matters to City management and elected officials.

Licenses and Certificates:

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

Physical Requirements and Working Conditions:

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

- Work is primarily performed in both office and field environments.
- Requires extended use of computers and associated software.
- May be required to lift up to 30 pounds ~~of video or broadcast equipment~~.
- May require working evenings, weekends, and holidays to accomplish real property and housing assignments.
- Subject to inside and outside environmental conditions when visiting project sites.
- Subject to inside and outside environmental conditions when visiting project sites.
- May be required to travel within and outside City boundaries for assignments.

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CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Real Property Services

Subject: CONSIDER ADOPTION OF RESOLUTIONS AMENDING THE FISCAL YEAR 2026–2027 BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL EQUITABLE COMMUNITY REVITALIZATION GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR CONTINUED ENVIRONMENTAL SITE INVESTIGATION ACTIVITIES AT 526 WEST CARSON STREET AND 21704 SOUTH FIGUEROA STREET (CITY COUNCIL)

I. SUMMARY

Staff recommends that the City Council adopt a resolution amending the Fiscal Year 2026–2027 budget to accept and appropriate additional grant funding awarded to the City of Carson through the California Department of Toxic Substances Control's Equitable Community Revitalization Grant program.

The City previously received an Equitable Community Revitalization Grant award for environmental site investigation activities at the Housing Authority properties located at 526 West Carson Street and 21704 South Figueroa Street. On April 14, 2026, the California Department of Toxic Substances Control notified the City that its Round 2 Amendment 2 Additional Funding Request had been approved, awarding up to $375,000 in additional funding. This additional award brings the total ECRG allocation for the project to $525,000.

The additional funding will support continued eligible environmental site investigation activities and related costs at 526 West Carson Street and 21704 South Figueroa Street. This work is intended to further evaluate site conditions and support future development readiness for a potential affordable housing projects. Addressing environmental investigation and other pre-development requirements now helps position the site for development for an affordable housing project in particular, resolving these issues in advance allows a future developer to direct its resources toward constructing housing rather than toward environmental due diligence. This award funds environmental investigation activities only and does not fund site cleanup. Completing the investigation is a necessary first step toward eventual remediation; the City anticipates pursuing separate funding from the State Water Resources Control Board for cleanup activities, with an application expected to be submitted later this year under a different funding opportunity.

Because the additional grant funding was not contemplated during the City's Fiscal Year 2026–2027 budget adoption process, a budget amendment is necessary to formally incorporate the additional funding into the City's budget and project ledger.

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-100, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026–2027 BUDGET TO ACCEPT AND APPROPRIATE $375,000 IN ADDITIONAL EQUITABLE COMMUNITY REVITALIZATION GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR CONTINUED ENVIRONMENTAL SITE INVESTIGATION ACTIVITIES AT 526 WEST CARSON STREET AND 21704 SOUTH FIGUEROA STREET”; and,
2. AUTHORIZE the City Manager, or designee, to execute any documents, amendments, reimbursement requests, forms, certifications, or budget; and,
3. WAIVE further reading and ADOPT Resolution No. 26-101, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND".

III. ALTERNATIVES

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

IV. BACKGROUND

The California Department of Toxic Substances Control administers the Equitable Community Revitalization Grant program to assist communities with investigation and cleanup activities related to contaminated properties and brownfield sites. The program is intended to support environmental investigation, cleanup planning, and reuse of properties for public benefit.

The City of Carson previously received ECRG funding for site-specific environmental investigation activities at 526 West Carson Street and 21704 South Figueroa Street. These properties are being evaluated in connection with future affordable housing opportunities and related community development objectives.

On April 14, 2026, DTSC notified the City that its Round 2 Amendment 2 Additional Funding Request had been approved. The additional grant award provides up to $375,000 to reimburse eligible environmental activities and other eligible costs in accordance with the ECRG Round 2 Guidelines and the Amended and Restated Round 2 ECRG Agreement.

The original ECRG allocation was $150,000. With the approved additional funding award of $375,000, the total ECRG allocation for the project is now $525,000.

The additional funding is limited to eligible activities associated with the Site-Specific Investigation grant type. Reimbursement requests submitted under the grant must be reviewed and approved by the assigned DTSC Portfolio Manager prior to reimbursement. The Amended and Restated Agreement requires that ECRG funds be used solely for approved ECRG tasks and that expenditures be documented consistent with the approved scope, schedule, and budget.

It is important to note that this ECRG award does not fund remediation or cleanup of the sites. Completing the environmental investigation is an important precursor to cleanup, moving the sites closer to being clean, safe, and ready for future development. The City intends to pursue separate cleanup funding through the State Water Resources Control Board, with an application anticipated later this year under a different funding opportunity.

The current amendment supports continued environmental investigation and due diligence activities at the site, including work necessary to better understand environmental conditions and advance the property toward future development readiness. This work is particularly important because the site has been identified for potential future affordable housing development and related public benefit. Completing this pre-development work is a key step in making the site development-ready, as it reduces the environmental due diligence burden a future developer would otherwise need to absorb — allowing project resources to be directed toward the construction of affordable housing rather than site investigation.

Because the additional $375,000 grant award was not included in the City’s adopted Fiscal Year 2026–2027 budget, a budget amendment is required to appropriate the additional funding into the appropriate grant fund and project ledger. Finance has confirmed that a resolution is required to adopt the additional funds into the budget.

V. FISCAL IMPACT

There is no general fund impact. The recommended action will amend the Fiscal Year 2026–2027 budget to accept and appropriate an additional $375,000 in ECRG grant funds from the California Department of Toxic Substances Control.

The funds will be appropriated to 206-70-500-100-6004-ECRG003 for eligible environmental site investigation activities and related grant costs associated with 526 West Carson Street and 21704 South Figueroa Street.

This is a reimbursable grant. Eligible expenditures must comply with the ECRG Round 2 Guidelines, the Amended and Restated ECRG Agreement, and DTSC reimbursement requirements. The City is responsible for costs that exceed the approved ECRG fund amount or that are determined to be ineligible for reimbursement.

VI. EXHIBITS

1. Resolution No. 26-100
2. Budget Resolution No. 26-101
3. DTSC ECRG Round 2 Amendment 2 Additional Funding Award Letter and Amended and Restated Agreement

Attachments

Resolution 26-100 .pdf

Budget Resolution 26-101.pdf

ECRG-2023-01842 Carson R2A2 Award Ltr_Restated Agrmnt.pdf.signed.pdf

RESOLUTION NO. 26-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026–2027 BUDGET TO ACCEPT AND APPROPRIATE $375,000 IN ADDITIONAL EQUITABLE COMMUNITY REVITALIZATION GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL FOR CONTINUED ENVIRONMENTAL SITE INVESTIGATION ACTIVITIES AT 526 WEST CARSON STREET AND 21704 SOUTH FIGUEROA STREET

WHEREAS, the City of Carson previously received an Equitable Community Revitalization Grant from the California Department of Toxic Substances Control for site-specific environmental investigation activities at the Housing Authority properties located at 526 West Carson Street and 21704 South Figueroa Street; and

WHEREAS, the Equitable Community Revitalization Grant program provides financial assistance to support investigation and cleanup activities for properties impacted by hazardous substances and brownfield conditions; and

WHEREAS, the City submitted a Round 2 Amendment 2 Additional Funding Request to the California Department of Toxic Substances Control for continued environmental investigation activities at the project site; and

WHEREAS, on April 14, 2026, the California Department of Toxic Substances Control notified the City that its Round 2 Amendment 2 Additional Funding Request had been approved; and

WHEREAS, the additional grant award provides up to $375,000 in additional funding to reimburse eligible environmental activities and other eligible costs in accordance with the Equitable Community Revitalization Grant Round 2 Guidelines and the Amended and Restated Round 2 ECRG Agreement; and

WHEREAS, the original ECRG allocation was $150,000, and the additional $375,000 award brings the total ECRG allocation for the project to $525,000; and

WHEREAS, the additional funding is limited to eligible activities associated with the Site-Specific Investigation grant type and is intended to support continued environmental due diligence and investigation activities at 526 West Carson Street and 21704 South Figueroa Street; and

WHEREAS, the additional grant funding was not contemplated during adoption of the City's Fiscal Year 2026–2027 budget; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026–2027 budget to accept and appropriate the additional $375,000 in ECRG grant funds into the appropriate grant fund and project ledger so the City may continue eligible environmental investigation activities and seek reimbursement consistent with grant requirements.

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

Section 1. The City Council hereby accepts the additional $375,000 in Equitable Community Revitalization Grant funds awarded by the California Department of Toxic Substances Control for continued environmental site investigation activities at 526 West Carson Street and 21704 South Figueroa Street.

Section 2. The City Council hereby amends the Fiscal Year 2026–2027 budget to appropriate $375,000 in additional Equitable Community Revitalization Grant funds to

Section 3. The City Manager, or designee, is authorized to execute any documents, amendments, reimbursement requests, forms, certifications, budget adjustments, and related actions necessary to carry out the intent of this Resolution and administer the grant funds in accordance with California Department of Toxic Substances Control requirements.

Section 4. The City Clerk shall certify to the adoption of this Resolution, and it shall be in full force and effect upon its passage and approval.

PASSED, APPROVED, and ADOPTED this 1st day of September, 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. 26-099 adopted by the City of Carson City Council at its meeting held on September 1, 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. 26-101

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

WHEREAS, the City Council adopted the Fiscal Year 2026-27 budget on June 16, 2026, for the General Fund and Special Revenue Funds of the City via Resolution No. 26-063; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026-27 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2026-27 General Fund budget, Special Revenue 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 2026-27 budget.

Account	Description	Increase/(Decrease)
206-99-999-999-4512-ECRG003	State Grants	$375,000.00
206-70-730-101-6004-ECRG003	Professional Services	$375,000.00

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 2026-27 budget on file, and effective as of September 1, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of September, 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. 26-101 adopted by the City of Carson City Council at its meeting held on September 1, 2026, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

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Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
5796 Corporate Avenue
Cypress, California 90630

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

April 14, 2026

David Roberts
701 East Carson Street
Carson, California 90745
droberts@carsonca.gov

IMMEDIATE ACTION REQUIRED FOR ROUND 2 AMENDMENT 2 ADDITIONAL FUNDING REQUEST APPROVAL: ECRG-2023-01842 – CITY OF CARSON – 526 WEST CARSON STREET & 21704 SOUTH FIGUEROA STREET – CARSON, CALIFORNIA

Dear David Roberts:

On behalf of the Department of Toxic Substance Control's (DTSC)'s Office of Brownfields, we are pleased to inform you that the City of Carson, 526 West Carson Street & 21704 South Figueroa Street Round 2 Amendment 2 Additional Funding Equitable Community Revitalization Grant (ECRG) Amendment Request (ADDITIONAL FUNDING AMENDMENT REQUEST) has been approved. Congratulations!

This additional grant award is for up to $375,000.00 to reimburse eligible environmental activities and other eligible costs according to the requirements of the ECRG Round 2 Guidelines. The additional funding will be available in May 2026. **The original Round 2 allocation and the additional grant award bring the total ECRG allocation to $525,000.00.**

This award applies only to eligible activities associated with the Site-specific Investigation grant type and is not an approval of the budget in the ADDITIONAL FUNDING AMENDMENT REQUEST. Upon execution of the Amended and Restated Round 2 ECRG Agreement (RESTATED AGREEMENT), each reimbursement request will require approval prior to reimbursement by the assigned DTSC Portfolio Manager.

Agreement Signature

The attached RESTATED AGREEMENT must be signed within 1 week of receipt. The ADDITIONAL FUNDING AMENDMENT REQUEST will be considered withdrawn if the RESTATED AGREEMENT is not signed by April 21, 2026.

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Congratulations once again on receiving this award. ECRG represents an important opportunity to address historic environmental inequities while revitalizing land for public benefit. The competition for Round 2 Additional Funding was strong, and your success reflects your commitment to creating healthier spaces and advancing social justice in your community.

If you have any questions or concerns, please contact ECRG@dtsc.ca.gov.

Sincerely,

Maryam Tasnif-Abbasi
Brownfield Development Manager
Office of Brownfields
Site Mitigation and Restoration Program

Enclosure (1) – Amended and Restated Round 2 Equitable Community Revitalization Grant Agreement (RESTATED AGREEMENT)

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
5796 Corporate Avenue
Cypress, California 90630

Gavin Newsom
Governor

Site Name	Site Address
526 West Carson Street & 21704 South Figueroa Street	526 W. Carson Street, Carson, California

Grantee/Applicant: City of Carson

Name: David Roberts
Organization: City of Carson

Address: 701 East Carson Street, Carson, California 90745

Grant No. ECRG-2023-01842

Amended and Restated Round 2 Equitable Community Revitalization Grant Agreement (RESTATED AGREEMENT)

Modifications to the original Equitable Community Revitalization Grant (ECRG) Agreement (AGREEMENT), including any amendments, entered into by and between City of Carson (GRANTEE) and the Department of Toxic Substances Control (DTSC) (together the PARTIES), are documented in this Amended and Restated Round 2 ECRG Agreement (RESTATED AGREEMENT). The original Round 2 allocation plus the additional grant award bring the total ECRG allocation to $525,000.00 (ECRG FUND AMOUNT).

1.1 Purpose. The purpose of this RESTATED AGREEMENT is to amend and restate the AGREEMENT, including any amendments. This RESTATED AGREEMENT supersedes and replaces the prior AGREEMENT, including any amendments.

1.2 Background. The AGREEMENT was executed between the PARTIES on March 29, 2024 to finance all or a portion of the Site-specific Investigation activities for the certain property, or group of properties, located at 526 W. Carson Street, Carson, California (Site).

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An ECRG Round 2 Amendment (AMENDMENT 1) for a Time Extension to the AGREEMENT was executed on November 16, 2025 to extend the term to October 7, 2027.

1.3 Representative Authority. Each undersigned representative of the PARTIES to this RESTATED AGREEMENT certifies that they are fully authorized to enter into the terms and conditions and to execute and legally bind the PARTIES to this RESTATED AGREEMENT.

RECITALS

WHEREAS,

A. Senate Bill 158 (2021) authorizes DTSC to implement a new grant program to investigate and clean up contaminated properties in communities overburdened by pollution.

B. Pursuant to Senate Bill 158, DTSC established the ECRG, which provides financial assistance to communities via reimbursable grants to investigate and clean up brownfields through a competitive process.

C. GRANTEE has submitted the Original ECRG Application to DTSC for an ECRG in connection with certain property, or group of properties, commonly known as 526 West Carson Street & 21704 South Figueroa Street (Site). The Site is depicted in the Boundary Map of ECRG Funded Area in Exhibit B of this RESTATED AGREEMENT.

D. The entirety of the completed and signed Original ECRG Application is incorporated by reference as if fully set forth herein.

E. GRANTEE has provided documentation indicating that GRANTEE has written authorization from the Site Owner(s) for GRANTEE to access the Site(s) for the purposes of conducting ECRG Tasks over the grant term of the RESTATED AGREEMENT.

F. GRANTEE is a governmental agency, tribe, or 501(c)(3) non-profit organization under the rules of the U.S. Internal Revenue Service.

G. The CalEnviroScreen (CES) 4.0 Score for the Site is 91. GRANTEE has identified 100% Supportive housing as the primary Proposed Reuse.

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H. GRANTEE is willing to undertake the Proposed Reuse and requests DTSC provide ECRG funding for: Site-specific Investigation activities up to the ECRG FUND AMOUNT of $525,000.00.

I. As part of the Original ECRG Application, GRANTEE prepared a Scope, Schedule, and Budget Table (Exhibit C.1 of this RESTATED AGREEMENT). As part of AMENDMENT 1, GRANTEE prepared a Quarterly Expenditure Plan (QEP) (Exhibit C.2 of this RESTATED AGREEMENT) which revised the Scope, Schedule, and Budget Table. As part of the Round 2 Amendment 2 Additional Funding ECRG Amendment Request (ADDITIONAL FUNDING AMENDMENT REQUEST), GRANTEE prepared a Revised QEP (Exhibit C.3 of this RESTATED AGREEMENT) outlining budget detail and activities planned through October 07, 2027.

J. GRANTEE provided a link to the DTSC voluntary agreement or an “ECRG Project Suitability Letter.”

K. DTSC determined that the ADDITIONAL FUNDING AMENDMENT REQUEST is complete and that GRANTEE and the Site(s) meet the eligibility requirements to receive ECRG funding.

NOW, THEREFORE, in consideration of the terms, conditions, recitals, and covenants contained herein, the PARTIES agree as follows:

I. The term of this RESTATED AGREEMENT shall end on October 07, 2027, unless DTSC extends this RESTATED AGREEMENT in writing.

II. DTSC will allocate an additional $375,000.00 to GRANTEE to complete the ECRG Tasks within the specified funding period. The total allocation shall not exceed the ECRG FUND AMOUNT of $525,000.00. Failure to achieve the proposed outcome in Exhibits A and C of this RESTATED AGREEMENT may result in termination in accordance with Section 17 Noncompliance and Termination.

Description	**Amount**
Original ECRG Agreement Allocation	$150,000.00
RESTATED AGREEMENT New Requested Amount	$375,000.00

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ECRG FUND AMOUNT (Total of Original ECRG Agreement Allocation Plus RESTATED AGREEMENT Additional Funding Amount)	$525,000.00

III. The following Exhibits are all attached hereto, and collectively referred to as Exhibit C of this RESTATED AGREEMENT and incorporated by reference as if fully set forth herein:

- C.1: Scope, Schedule, and Budget Table – Original ECRG Application
- C.2: QEP – Round 2 ECRG Amendment 1 Request for Time Extension
- C.3: Revised QEP – ADDITIONAL FUNDING AMENDMENT REQUEST

GRANTEE agrees to conduct all work funded by ECRG in accordance with these documents, including any future modifications, amendments, or addenda subsequently approved by DTSC or the regulatory oversight agency, as documented in writing.

IV. GRANTEE will carry out the ECRG Tasks in accordance with all applicable State and local laws.

1. FUND CONDITIONS

1.1 GRANTEE understands and agrees that all ECRG funds DTSC provides via the reimbursement process, shall be used solely for the ECRG Tasks to address hazardous substances within the Site as depicted in Exhibit B of this RESTATED AGREEMENT.

1.2 GRANTEE further understands and agrees that the receipt of any ECRG funds and all work performed on the Site(s) using ECRG funds are conditioned upon GRANTEE's full compliance with this RESTATED AGREEMENT and Regulatory Oversight Agency requirements, if applicable.

1.3 GRANTEE agrees to document all expenditures of ECRG funds within the documents listed in Exhibit C of this RESTATED AGREEMENT for the completion of approved ECRG Tasks as directed by DTSC or other environmental oversight agency. Any unused portions of the ECRG funds shall be promptly returned to DTSC.

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1.4 GRANTEE shall not exceed any of the costs shown in Exhibit C of this RESTATED AGREEMENT. GRANTEE is responsible for any cost of ECRG Tasks that exceed the ECRG FUND AMOUNT.

1.5 DTSC will disburse the approved amount to GRANTEE, subject to the availability of funds through normal DTSC reimbursement processes. Notwithstanding any other provision of this RESTATED AGREEMENT, no disbursement shall be required at any time or in any manner which is or likely to be in violation of, or in conflict with, Federal or State laws, rules, or regulations.

1.6 In case of fraud, false or misleading statements in connection with the ECRG funding, DTSC's obligation to provide funding shall promptly cease and GRANTEE must repay all disbursed ECRG funding, in addition to any other remedies available to DTSC.

1.7 GRANTEE'S Original ECRG Application, Round 2 ECRG Amendment 1 Request for Time Extension, ADDITIONAL FUNDING AMENDMENT REQUEST, and the Environmental Regulatory Oversight Agreement are incorporated by reference as if fully set forth herein. GRANTEE agrees to conduct all work funded by the ECRG in accordance with these documents, including any future modifications, amendments, or addenda subsequently approved by DTSC or the Environmental Regulatory Oversight Agency.

1.8 In the event that information in the ADDITIONAL FUNDING AMENDMENT REQUEST conflicts with the Round 2 ECRG Guidelines or this RESTATED AGREEMENT, the Round 2 ECRG Guidelines and/or RESTATED AGREEMENT will control.

2. CONTRACTING

2.1 If GRANTEE contracts for services to be reimbursed by ECRG, those contracts shall generally be procured through a competitive process. GRANTEE shall make available to DTSC, upon request, records of procurement to demonstrate that contract pricing represents reasonable market rates.

2.2 GRANTEE will undertake good faith efforts to contract for services and supplies with qualified Small Business Enterprises (SBEs), Disabled Veteran Enterprises (DVEs), and other disadvantaged and underrepresented group owned business enterprises.

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3. COMMUNITY BENEFIT COMMITMENTS

3.1 GRANTEE agrees to promote equitable development through community benefit commitments.

3.2 GRANTEE shall implement, track, and report on the status of the community benefit commitments included in Exhibit D of this RESTATED AGREEMENT.

3.3 GRANTEE made measurable and quantifiable Equitable Development Community Benefit Commitments from the Original ECRG Application, attached hereto as Exhibit D of this RESTATED AGREEMENT.

4. SITE ACCESS

4.1 GRANTEE shall ensure DTSC's employees, contractors, and consultants have access to the Site(s) at all reasonable times for the duration of this RESTATED AGREEMENT.

4.2 Nothing in this RESTATED AGREEMENT is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

4.3 GRANTEE shall allow DTSC to take photographs of the Site(s), including activities at the Site(s), whenever DTSC accesses the Site(s) pursuant to this RESTATED AGREEMENT.

4.4 GRANTEE gives permission to DTSC to use the photos in DTSC’s possession for outreach purposes.

4.5 If the Site(s) is not owned by the GRANTEE, GRANTEE agrees to provide regular updates to the Site Owner(s) about the activities occurring on the Site(s) and any potential changes to the Proposed Reuse of the Site(s) when the changes become known to GRANTEE as necessary for the Site(s).

a. GRANTEE confirms and certifies that GRANTEE has full legal rights from the Site Owner(s) and other relevant parties to pursue the activities occurring on the Site.

b. GRANTEE shall hold harmless and indemnify the State and DTSC from any claims and demands arising therefrom pursuant to Section 20 (Indemnification).

c. GRANTEE certifies that GRANTEE provided the Site Owner(s) with environmental oversight information and the Proposed Reuse

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

information prior to Original ECRG Application submittal and continues to update the Site Owner(s) throughout the grant term. GRANTEE certifies that all information provided to the Site Owner(s) was accurate, not misleading, and consistent with the information provided to DTSC.

d. GRANTEE certifies that the Site Owner(s) signed the access agreement voluntarily after receiving all necessary and relevant information regarding the activities to be performed pursuant to this RESTATED AGREEMENT.

5. COMMUNITY ENGAGEMENT

5.1 GRANTEE will implement community engagement in a timely manner.

5.2 GRANTEE shall provide regular reporting updates on community engagement in the ECRG Quarterly Reports.

5.3 Upon request by DTSC, GRANTEE shall provide DTSC with copies of all community engagement activity related documents.

6. INVOICES

6.1 GRANTEE shall submit Reimbursement Requests (for completed eligible and approved ECRG Tasks) for reimbursement in batches through the DTSC's Application/Grant Portal (Fluxx).

6.2 GRANTEE may only submit invoices for ECRG Tasks that have been completed.

6.3 DTSC does not require that the GRANTEE pay the invoices in order to submit to DTSC for reimbursement.

6.4 Packages shall be submitted immediately whereupon the total $15,000 minimum per package/batch is reached (unless otherwise directed by DTSC), with the exception of the Final Reimbursement Request.

Reimbursement Requests must contain all information requested by DTSC, including at least the information in substance and form as contained in the ECRG Reimbursement Request Cover Page posted on the DTSC website: https://dtsc.ca.gov/ecrg-grantee-resources/ under the Financial Resources section header. GRANTEE agrees to comply with any future modifications or amendments to the requirements for reimbursement requests, as directed by

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DTSC. The invoices shall list specific ECRG Activities, Budget, and Tasks consistent with Exhibit C of this RESTATED AGREEMENT.

6.5 The Final Reimbursement Request may be submitted upon completion of ECRG Tasks, when no more costs will be incurred, but no later than December 06, 2027, or as otherwise directed by DTSC.

6.6 GRANTEE will follow the ECRG Reimbursement Request Checklist available on Fluxx.

6.7 GRANTEE's reimbursement requests for ECRG project management costs, if approved, should also be presented to DTSC as an invoice.

6.8 Reimbursement requests shall include invoices supporting ECRG Tasks specified in Exhibit C of this RESTATED AGREEMENT.

6.9 If the reimbursement request does not meet the specifications of the Round 2 ECRG Guidelines, the reimbursement request will not be approved for reimbursement.

6.10 DTSC retains all rights to determine whether any reimbursement request will be approved for reimbursement, including, but not limited to, whether reimbursement requests meet the requirements of the Round 2 ECRG Guidelines Sections 2.7, 2.8, and Appendix G.

6.11 If GRANTEE does not request reimbursement within one hundred and eighty (180) days of the execution date of this RESTATED AGREEMENT, this RESTATED AGREEMENT may be subject to termination following the noncompliance requirements of this RESTATED AGREEMENT.

6.12 GRANTEE must ensure that the costs DTSC reimburses through ECRG are not reimbursed by another source of public funding (*e.g.,* DTSC's Revolving Loan Fund Program, Site Cleanup Subaccount Program, USEPA Brownfield Grants, etc.).

7. REPORTING

7.1 GRANTEE must submit ECRG Quarterly Reports on or before January 31, April 30, July 31, and October 30 within the funding period of this RESTATED AGREEMENT, unless otherwise directed by DTSC.

7.2 ECRG Quarterly Reports must follow the format DTSC provides, which may generally include ECRG Task status and progress toward the Proposed Reuse, any hurdles that may affect the ECRG Tasks or the Proposed Reuse,

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expended ECRG funds for the quarter, amount of ECRG funds that are anticipated to be requested for reimbursement in the next quarter, and California Air Resources Board Greenhouse Gas Revolving Fund reporting requirements.

7.3 All ECRG Tasks performed pursuant to this RESTATED AGREEMENT and with ECRG funds shall be performed in a manner that meets or exceeds industry standards.

7.4 GRANTEE shall provide regular reporting updates on community engagement in the ECRG Quarterly Reports.

7.5 GRANTEE shall provide regular reporting updates on community benefit commitments in the ECRG Quarterly Reports until the community benefit commitments are considered complete.

8. PERMITS AND LICENSES

8.1 GRANTEE, at its sole cost and expense, and from sources other than the ECRG funds, shall be responsible for obtaining all professional, and equipment qualifications necessary to be qualified to perform this work under federal, State, and local law, including permits, licenses, approvals, certifications, and inspections.

8.2 GRANTEE shall ensure that all such qualifications are maintained in good standing during the funding period of this RESTATED AGREEMENT.

8.3 GRANTEE represents that none of the contractors or subcontractors undertaking the ECRG Tasks is currently suspended, debarred, or otherwise declared ineligible to receive proceeds of ECRG funds.

9. PREVAILING WAGES

9.1 GRANTEE must carry out ECRG Tasks in accordance with State public works project requirements, including prevailing wages, for all applicable contracts and subcontracts and costs pursuant to California Labor Code Section 1720 et seq.

10. EQUAL EMPLOYMENT

10.1 GRANTEE shall comply with all State and Federal Equal Employment Opportunity laws.

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11. ADA COMPLIANCE

11.1 GRANTEE will assure the State that it complies with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).

12. GRANT CLOSEOUT

12.1 GRANTEE shall provide a Grant Closeout Notice on or before October 07, 2027.

12.2 By December 6, 2027, GRANTEE shall submit a closeout report, in the format DTSC provides, to summarize all actions taken, the resources committed, and any significant problems completing the ECRG Tasks.

a. The closeout report shall document that the ECRG Tasks were performed in accordance with this RESTATED AGREEMENT and the Regulatory Oversight Agreement, if applicable.

b. Closeout report shall include “before” and “after” photos of the Site(s).

c. GRANTEE gives permission to DTSC to use the photos in DTSC’s possession for outreach purposes.

12.3 GRANTEE shall submit a Reuse and Grant Commitments progress update to DTSC bi-annually in April and October of each year until the reuse and commitments are fulfilled, or as otherwise directed by DTSC. The report shall describe the Site(s)’s new use, document performance of the community benefit commitments and include “before” and “after” photos of the Site(s).

13. CHANGE IN SITES

13.1 For Site-Specific Investigation or Site-Specific Cleanup Grants, site change requests are not allowable.

13.2 For Community-Wide Assessment Grants, GRANTEE may request site change or site addition, subject to DTSC approval. Site change requests will only be considered for ECRG-eligible sites located in an area with similar or higher CES 4.0 scores.

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14. CHANGE IN OWNERSHIP

14.1 Any change in ownership of the Site for Site-specific Investigation or Site-specific Cleanup Grants will result in termination of the ECRG unless all of the following requirements are met:

a. ECRG Tasks and commitments are substantively unchanged and GRANTEE obtains DTSC's prior written approval of any non-substantive changes.

b. GRANTEE shall notify DTSC in writing sixty (60) days prior to change in ownership and provide to DTSC all information regarding the potential new owner required in the Round 2 ECRG Guidelines and the Original ECRG Application, including an updated Owner Attestation Form.

c. DTSC will issue a conditional determination that the new owner (which may be the GRANTEE or a subsidiary or affiliated organization) appears to meet all ECRG eligibility criteria and requirements per the Round 2 ECRG Guidelines and Original ECRG Application, including an updated Owner Attestation Form, or DTSC will issue a denial based on non-compliance with eligibility criteria.

d. GRANTEE provides a change in ownership notification in writing to DTSC within ten (10) days of new owner taking title along with:

   i. A copy of the new Site Owner's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) defense documentation.

   ii. A signed access agreement between GRANTEE and new Site Owner (if GRANTEE is not the new owner), as required by the Round 2 ECRG Guidelines.

e. DTSC issues a final written determination of continued eligibility and compliance to the GRANTEE verifying eligibility and ECRG continuance.

15. NOTIFICATIONS

15.1 All notices, requests, instructions, or other documents to be provided hereunder to either party by the other shall be in writing and addressed to the following contacts.

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To DTSC:

DTSC ECRG Grant Contact
Title: Brownfield Development Data Analyst
Address: 5796 Corporate Avenue, Cypress, California, 90630
Email: ecrg@dtsc.ca.gov

To GRANTEE:

GRANTEE ECRG Project Manager
Name: James Nguyen
Organization: City of Carson
Email: jnguyen@carsonca.gov

15.2 If GRANTEE changes their ECRG Project Manager or Signatory identified in the Original ECRG Application, it shall notify DTSC in writing five (5) days prior to the change.

16. WAIVER

16.1 Any forbearance DTSC issues with respect to any provision in this RESTATED AGREEMENT shall in no way constitute DTSC's waiver of any rights or privileges granted hereunder.

16.2 No failure to exercise any power or right provided hereunder, or to insist on strict compliance with its obligations hereunder, shall constitute a waiver of right to DTSC's demand, at any time, of exact compliance with the terms hereof.

17. NONCOMPLIANCE AND TERMINATION

17.1 In the event GRANTEE fails to comply with any term, condition, or obligation of this RESTATED AGREEMENT, GRANTEE shall be deemed in noncompliance of this RESTATED AGREEMENT. Events by which GRANTEE shall be deemed to be in noncompliance include, but are not limited to, the following:

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a. GRANTEE fails to timely respond, no later than sixty (60) days, to DTSC requests made in connection with this RESTATED AGREEMENT or ECRG funding.

b. GRANTEE fails to timely respond, no later than sixty (60) days, to the Regulatory Oversight Agency for the Site(s), if applicable.

c. GRANTEE makes or submits any fraudulent, false or misleading warranty, representation, statement or material in, or in connection with, this RESTATED AGREEMENT, Original ECRG Application, Round 2 ECRG Amendment 1 Request for Time Extension, or ADDITIONAL FUNDING AMENDMENT REQUEST.

d. GRANTEE fails to provide complete or timely ECRG Quarterly Reports or related documentation.

e. GRANTEE makes changes to the Proposed Reuse without prior review and written approval by DTSC or that cause the Site(s) to no longer meet eligibility criteria for ECRG funding.

f. GRANTEE fails to complete the ECRG Tasks within the funding period required by this RESTATED AGREEMENT.

g. GRANTEE fails to provide notification of change in Site ownership without the required notification in Section 14, and fails to obtain advance written DTSC approval for continued ECRG eligibility.

h. GRANTEE fails to inform DTSC of any current conflicts of interest in accordance with Section 32, or fails to inform DTSC that a conflict of interest has arisen within seven (7) calendar days of GRANTEE learning of the conflict of interest.

i. GRANTEE fails to submit the first reimbursement request within one hundred and eighty (180) days of the date of this RESTATED AGREEMENT.

j. GRANTEE is unable to meet and fully comply with the terms of this RESTATED AGREEMENT, Original ECRG Application, Round 2 ECRG Amendment 1 Request for Time Extension, or ADDITIONAL FUNDING AMENDMENT REQUEST.

k. GRANTEE fails to cooperate with DTSC requests in connection with ECRG funding.

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l. GRANTEE fails to meet the commitments of the approved QEP listed in Exhibit C of this RESTATED AGREEMENT.

17.2 In the event that GRANTEE fails to comply with the terms of this RESTATED AGREEMENT, Original ECRG Application, Round 2 ECRG Amendment 1 Request for Time Extension, or ADDITIONAL FUNDING AMENDMENT REQUEST, DTSC shall provide written Notice of Noncompliance to GRANTEE.

a. The Notice of Noncompliance shall provide a reasonable time for GRANTEE to respond, not less than ten (10) calendar days from the date of the notice. GRANTEE will cure or request an extension no less than sixty (60) days from Notice of Noncompliance.

b. If GRANTEE fails to cure the noncompliance to the satisfaction of DTSC within the time period prescribed in the Notice of Noncompliance, DTSC may terminate this RESTATED AGREEMENT and pursue any remedies available at law or in equity, including reimbursement of the funds DTSC has provided GRANTEE.

17.3 If GRANTEE is in noncompliance, DTSC may immediately withhold from GRANTEE all or any portion of ECRG funding until such time the noncompliance is cured pursuant to this RESTATED AGREEMENT.

18. RECORD RETENTION, INSPECTION, AND DISCLOSURE

18.1 Within ten (10) days of request by DTSC, GRANTEE shall provide DTSC with copies of Proposed Reuse plans to DTSC's ECRG Grant Contact.

18.2 Within ten (10) days of request by DTSC, GRANTEE shall provide DTSC with any documents or correspondence provided to the Regulatory Oversight Agency, if applicable.

18.3 GRANTEE shall ensure Regulatory Oversight Agency has the necessary documents to keep any applicable electronic data management system (*e.g.,* EnviroStor or GeoTracker) up to date and in compliance with all electronic reporting requirements, if applicable.

18.4 GRANTEE agrees to maintain financial and programmatic records pertaining to all matters relative to this RESTATED AGREEMENT and in accordance with generally accepted accounting principles and procedures.

18.5 All such financial records, programmatic records, and supporting documents shall be made available, upon request, during or after the conclusion of the

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term of this RESTATED AGREEMENT for inspection or audit by DTSC, Bureau of State Audits, or their designated representatives. GRANTEE shall retain all its records and supporting documentation applicable to this RESTATED AGREEMENT for a period of five (5) years, after completion of ECRG Tasks, except records that are subject to audit findings, which shall be retained an additional three (3) years after such findings have been resolved, if three (3) years would extend retention past the initial five-year period.

18.6 GRANTEE agrees to fully cooperate with the audit and permit DTSC, Bureau of State Audits, or their designated representative to have access to its staff, inspect and/or audit its accounts, records, books, or other materials relative to this ECRG at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that DTSC deems relevant to this RESTATED AGREEMENT. DTSC shall provide written notice to GRANTEE prior to implementing this provision (unless criminal activities are suspected). GRANTEE agrees to deliver the records or have the records delivered to DTSC, Bureau of State Audits, or their designated representative at an address designated by such party.

18.7 Upon request by DTSC, GRANTEE shall provide DTSC, its contractors and consultants, with copies of photographs GRANTEE has in its possession of the Site(s) and activities at the Site(s), as well as copies of drawings GRANTEE has in its possession in connection with the Proposed Reuse plans for the Site(s). GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to this RESTATED AGREEMENT for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This subsection does not apply to photos or drawings that contain confidential business information.

18.8 GRANTEE grants DTSC, its contractors and consultants, the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, narratives, descriptions, and any other information provided to DTSC by GRANTEE pursuant to or in connection with this RESTATED AGREEMENT, Original ECRG Application, Round 2 ECRG Amendment 1 Request for Time Extension, and/or ADDITIONAL FUNDING AMENDMENT REQUEST for any use, including, but not limited to, public outreach, web and social media content, and marketing materials. This subsection does not apply to confidential business information.

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18.9 To the extent GRANTEE submits information to DTSC, its contractors and consultants, under this RESTATED AGREEMENT that it asserts is confidential business information, GRANTEE shall clearly mark the information and document as confidential business information.

18.10 GRANTEE agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this RESTATED AGREEMENT, Original ECRG Application, Round 2 ECRG Amendment 1 Request for Time Extension, and/or ADDITIONAL FUNDING AMENDMENT REQUEST shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Government Code section 6250 et seq.), the Information Practices Act (Civil Code section 1798 et seq.), and Government Code sections 11015.5 and 11019.9.

19. NON-DISCRIMINATION

19.1 During the performance of ECRG, GRANTEE, its contractors, and subcontractors will comply with Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5) prohibiting discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.

19.2 In compliance with Government Code section 11135, and if GRANTEE is a public entity, in compliance with Government Code sections 7290 et seq., GRANTEE agrees to make language assistance available free of charge to individuals with communication disabilities or limited proficiency in English, including interpreter services and written information in the prevalent languages in the community, in conducting public outreach and community engagement related to the ECRG Tasks.

19.3 GRANTEE shall comply with Title VI of the Civil Rights Act.

20. INDEMNIFICATION

20.1 GRANTEE agrees to protect, indemnify, defend and hold harmless, the State and DTSC, their officers, administrators, agents, contractors, consultants, and employees from, or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses, arising out of or in connection with the performance of any work or

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any GRANTEE responsibility or obligation as provided herein and caused in whole or in part by any act, error, omission, or negligence of GRANTEE or its agents, servants, contractors, employees, assigns, or the Site Owner(s).

21. ASSIGNMENT

21.1 GRANTEE shall not assign or attempt to assign directly nor indirectly, any of its rights under this RESTATED AGREEMENT (including the ECRG funds) or under any instrument referred to herein without DTSC's prior written consent.

21.2 Prior written consent will not be granted except in extremely limited circumstances to protect public health and the environment, at DTSC's sole discretion.

22. NO THIRD-PARTY RIGHTS

22.1 This RESTATED AGREEMENT is not intended to create or vest any rights in any third party, nor to create any third-party beneficiaries.

23. NO ORAL MODIFICATION

23.1 The terms of this RESTATED AGREEMENT may not be amended except in writing, signed by all the PARTIES hereto.

24. NONCOMPLIANCE STATUS

24.1 Under the laws of the State of California, GRANTEE shall not be:

a. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;

b. Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

c. Out of compliance with any applicable laws, ordinances, regulations, orders, and permits.

25. AFFIRMATION

25.1 The GRANTEE affirms that GRANTEE did not cause nor contribute to the release or threatened release of a hazardous substance at the Site(s) and GRANTEE has a CERCLA (42 U.S.C. Code section 9601 *et. seq.*) defense against liability for any previous contamination at the Site(s).

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26. SEVERABILITY

26.1 If any provision of this RESTATED AGREEMENT shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

27. SURVIVAL

27.1 The obligations of GRANTEE under Sections 3, 6.5, 7.5, 12, 17, 18, 20, 30, and 31 shall survive the expiration or termination of this RESTATED AGREEMENT for any reason.

28. COUNTERPARTS

28.1 This RESTATED AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

29. BUDGET CONTINGENCY

29.1 GRANTEE agrees that DTSC's obligations under this RESTATED AGREEMENT are contingent upon the availability of funds for ECRG. If funding for any fiscal year is reduced or deleted by the Budget Act, or if funds for the program are for any other reason reduced or not available, DTSC shall have no liability to provide any funds to GRANTEE and may opt to either cancel the RESTATED AGREEMENT with no liability occurring to DTSC or offer an amendment to GRANTEE to reflect the reduced amount.

30. DISPUTES

30.1 Except as otherwise provided, if the GRANTEE disputes a DTSC decision regarding reimbursement of an invoice or other issue for which DTSC is authorized by the RESTATED AGREEMENT to make a binding decision, the GRANTEE shall provide written dispute notice to DTSC within fifteen (15) calendar days after the date of receipt of the decision. The written dispute notice required shall contain the following information:

a. Decision under dispute;
b. Reason the GRANTEE believes the decision of DTSC is in error;
c. Identification of all documents and substance of all oral communication which support the GRANTEE's position; and
d. Dollar amount in dispute (if known)

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DTSC shall issue a dispute decision, in writing, within sixty (60) calendar days of receipt of the dispute notice. DTSC's decision shall contain a statement of the decision with brief supporting rationale. A copy of this decision shall be sent to the GRANTEE in accordance with Section 15, Notifications.

31. GOVERNING LAW AND VENUE

31.1 This RESTATED AGREEMENT is governed by and shall be interpreted in accordance with the laws of the State of California, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions whether of the State of California or any other jurisdiction. DTSC and GRANTEE agree that any claim or cause of action arising under or in relation to the RESTATED AGREEMENT must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The PARTIES waive, to the fullest extent they may legally and effectively do so, any objection to the forum and venue required herein, including any defense of lack of personal jurisdiction or an inconvenient forum.

31.2 If GRANTEE does not have a registered agent for service of process in California, GRANTEE agrees to accept service of process at the address provided in Section 15, Notifications, and hereby waives all rights to challenge service of process at that address for any claim or cause of action arising under or in relation to the RESTATED AGREEMENT.

32. CONFLICTS OF INTEREST

32.1 GRANTEE agrees to avoid conflicts of interest and to prohibit individual directors, officers, trustees, or managing members from using their positions for a purpose that constitutes or presents the appearance of a conflict of interest or personal gain. Examples of prohibited conflicts of interest include, but are not limited to, hiring a GRANTEE director, officer, trustee, or managing member, or a member of their immediate family, as a contractor, making any other use of ECRG funding for personal gain, or having an affiliation with any party or person potentially liable for contamination at the Site, as set forth in CERCLA (42 U.S.C. § 9601(40), 42 U.S.C. § 9607(r).)[42 U.S.C. § 9607]. Prohibited affiliations include familial, contractual (does not include deeds or arrangements related to potential purchase), financial, or corporate relationships that are the result of a reorganization of a business entity with potential liability. This applies to all parcels that are part of the Site.

32.2 GRANTEE agrees to comply with State and federal laws regarding conflicts of interest, including Government Code section 1090, which prohibits aiding or abetting a Member of the Legislature or a State, county, district, judicial

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district, or city officer or employee in making a contract in their official capacity in which they have a financial interest.

32.3 GRANTEE agrees to inform DTSC that a conflict of interest has arisen within seven (7) calendar days of GRANTEE learning of the conflict of interest.

33. ENTIRE AGREEMENT

33.1 The RESTATED AGREEMENT, including all documents incorporated by reference, embodies the entire agreement and understanding of the PARTIES hereto in respect of the transactions contemplated by this RESTATED AGREEMENT and supersedes all prior agreements, amendments, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the PARTIES with respect to the subject matter hereof, including, without limitation, the AGREEMENT and AMENDMENT 1, which AGREEMENT and AMENDMENT 1 shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

Exhibits

- Exhibit A – ADDITIONAL FUNDING AMENDMENT REQUEST, including QEP
- Exhibit B – Boundary Map of ECRG Funded Area
- Exhibit C –
    - C.1: Scope, Schedule, and Budget Table – Original ECRG Application
    - C.2: QEP – Round 2 ECRG Amendment 1 Request for Time Extension
    - C.3: Revised QEP – ADDITIONAL FUNDING AMENDMENT REQUEST
- Exhibit D – Community Benefit Commitments – Original ECRG Application

Signatures on next page

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IN THE WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THE RESTATED AGREEMENT ON THE DATE SET FORTH BELOW AND GRANTEE ACCEPTS THE AFOREMENTIONED TERMS AND CONDITIONS ELECTRONICALLY.

City of Carson
A Public Entity

BY: Signed by: David C Roberts Jr
8DA4A72B74D64D1...
David Roberts, City Manager
Authorized Signatory

Date: 4/20/2026

Department of Toxic Substances Control
Site Mitigation and Restoration Program

BY: Signed by: Benjamin Stanphill
9F4E81D85B7B4DF...
Benjamin Stanphill, PE
Southern California Division Chief, Site Mitigation and Restoration Program

Date: 4/20/2026

References: All documents referred to in this RESTATED AGREEMENT are located in Fluxx and Regulatory Oversight Agreements are located on GeoTracker or EnviroStor.

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Exhibit A

ADDITIONAL FUNDING AMENDMENT REQUEST, including QEP

Printed on Recycled Paper

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City of Carson

Grant ID: ECRG-2023-01842
Status: Pending Final Letter/Agreement

Amendment ID: 39438417
Created: 2026-01-12 00:00:00 -0800

Status	Pending Final Letter/Agreement

A. Getting Started

Note: To open any of the links below while keeping Fluxx open, you will need to right click the link and open in new tab.

Before starting the ECRG Round 2 Amendment 2 Request:

- Review the Round 2 Amendment 2 Guidelines here
- DTSC recommends setting up a meeting with the DTSC's Brownfields Technical Assistance Provider, the Center for Creative Land Recycling (CCLR)
- DTSC recommends consulting with your DTSC Portfolio Manager
- Grants under DTSC Oversight, contact rana.georges@dtsc.ca.gov
- Grants under Water Board or Local Agency Oversight, contact anthony.rosas@dtsc.ca.gov
- Community-wide Assessment Grants, contact triss.chesney@dtsc.ca.gov
- Coordinate with your team on the proposed work and schedule to develop your Quarterly Expenditure Plan
- Start and complete your amendment request in Fluxx as soon as possible

Requests will be accepted until 6:00 PM PST on February 4, 2026.

Application questions will be presented in Fluxx based on Applicant responses. The order in which they appear may not be sequential. All applicable questions must be answered. Incomplete requests may result in disqualification.

Applicants will be disqualified if it is determined that false warranty, representation, or statement has been made in, or in connection with the request.

DTSC retains the right to deny any applicant or limit funding as DTSC deems appropriate based on ECRG eligibility and guidelines.

For questions, contact CCLR at ECRG@cclr.org or DTSC's Office of Brownfields staff at ECRG@dtsc.ca.gov.

Email ApplicationPortal@dtsc.ca.gov for technical issues with the online portal.

B. DTSC's Application/Grant Portal

The ECRG Round 2 Amendment 2 Request is submitted in this Portal (Fluxx). The Fluxx User Guide is available here.

Tips for Submitting Your ECRG Round 2 Amendment 2 Request in Fluxx

- Chrome is the preferred browser.
- To enter edit-mode on a draft amendment request, select **Edit** at the top right.
- The portal does not auto-save. Be sure to **Save** often.
- **BOLD** text indicates a required field.
- If Fluxx is unresponsive, try clicking **Save** to refresh the page without losing your progress. If you refresh the browser and have not saved, you will lose your progress.
- **DO NOT hit the back button on your browser, all changes you made prior to saving may be lost.**
- **Changes cannot be made after submitting the amendment request.**
- **If experiencing Fluxx issues, send an email to ApplicationPortal@dtsc.ca.gov. Include the request ID, a description of the issue, and screenshots, if applicable.**
- You can print a copy of your own responses to this form. Select the **Save and Close** icon at the bottom right, then select the **Print** icon at the top right.

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- **Save and Close** if you would like to save your responses and resume your amendment request at a later time.
- If you have not yet submitted your amendment request, you may continue editing it using the **Edit** button at the top right of the form.
- When you have entered and provided all the information required to process your amendment request, click **Save and Close** to exit edit-mode. Then click **Submit** to submit your application for review. Changes cannot be made after an amendment request is submitted.

C. Minimum Percent Spend Requirement Table

Below is the minimum percentage spent required to be eligible to apply for additional funding. Minimum percentage spent is defined as the total reimbursement requests approved for payment by your DTSC Portfolio Manager.

Investigation and Cleanup Grants

Minimum Percent Spend by Request Submittal Date *(reimbursements approved for payment)*	Budget Amendment
0% - 24.9%	Not eligible
25.0% - 49.9%	**$20K to $150K** Not to exceed Maximum Grant Amount (Investigations: $7M and Cleanups: $10M)
50.0% and up	**$20K up to the Maximum Grant Amount** (Investigations: $7M and Cleanups: $10M)

Community-wide Assessment Grants

Minimum Percent Spend by Request Submittal Date *(reimbursements approved for payment)*	Budget Amendment
25.0% and up	**$5K up to the Maximum Grant Amount** (Community-wide Assessments: $350K)

Amendment Request Information

Created By: Jacob Collins

Portfolio Manager: Rana Georges

Amendment Created At: 1/12/2026

Grant Start Date: 3/29/2024

Grant End Date: 10/7/2027

Grant Information

Note: You will not be able to edit any of the fields in this "Grant Information" section, it is informational only and reflects the current data for your grant.

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Grant Agreement Number: ECRG-2023-01842

Grantee Name: City of Carson

Original ECRG Agreement Allocation:	$150,000.00
Current Balance of ECRG Agreement:	$0.00
Amount Approved for Reimbursement at Time of Submittal:	$150,000.00
Current Percent Spent (%):	100
Grant Project Management Total Allowable Spend:	$7,500.00
Grant Project Management Remaining Balance:	$3,163.99

Note that the reimbursable amount for Grant Project Management is either 5% of the Original ECRG Agreement Allocation or $200,000, whichever is less.

Informational and Eligibility Questions

1. What grant type are you submitting an ECRG Round 2 Amendment 2 for?

Grant Type: Site-specific Investigation. Please double check that the application type is correct before moving on to subsequent questions.

Site-specific Investigation

If you are an ECRGrantee with an Investigation grant and are interested in transitioning to a Cleanup grant, please contact your DTSC Portfolio Manager, Rana Georges.

2. Have you been unresponsive to 2 consecutive email requests or 3 requests from your environmental regulator or Portfolio Manager over the last 6 months?

No

2.a. Are you in compliance with all terms in the ECRG Round 2 Grant Agreement and/or the Amendment 1 (if applicable)?

Yes

3. Select the minimum percent spend range for the ECRGrant you are submitting a request for.

Refer to the Minimum Spend Requirement Table in Section C at the top of this form for details on what can be applied for in each range.

Your current percent spend is 100.0%.

50.0% and up

- *You may request between $20K up to the maximum grant amount*
- The sum of the new requested amount and the original ECRG Agreement allocation may not exceed the maximum grant amount for your grant type of $7M for Site-specific Investigation grants

4. What is the new requested amount for the Budget Amendment?

- *This is the additional amount of funds you are requesting only and should not include the original ECRG Agreement allocation*
- *Response must comply with the Minimum Percent Spend Requirement Table*

$375,000.00

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

4.a. Sum of your original ECRG Agreement allocation and the new requested amount:	$525,000.00
4.b. Sum of your Current Balance of ECRG Agreement and new requested amount:	$375,000.00

After responding to Question 4, click "Save and Close" at the bottom right corner of the form, wait for the form to fully save, then check that there are no compliance warnings at the top of the page.

- **If there are not compliance warnings, continue editing the form by clicking "Edit" at the top right corner of the form and continue at Question 5**
- **If there are compliance warnings, do the following:**
- **Enter edit-mode by clicking "Edit" at the top right corner of the form**
- **Amend the answers that are ineligible per the instructions in the compliance warning box(es), if they can be amended truthfully**
- **Click "Save and Close" again to verify that the changes cleared the warning(s)**
- **Make sure the page has fully loaded before entering edit-mode again to continue**

5. Why was the new requested amount not included in the original ECRG application? Include the barriers that prevented you from meeting your original ECRG Task commitments and how those have been resolved. (2000 characters)

During the ECRG Round 2 application process, the City intentionally limited its funding request to ensure eligibility for a projected Round 3. However, since Round 3 funding did not materialize as anticipated, the initial request has proven insufficient for the site's requirements.

Moreover, the additional funding requested was not included in the original ECRG Round 2 application because the extent of site contamination was not known at the time of application. Available historical information, including a 1998 LUST closure letter in Geotracker, indicated that standard Phase I and Phase II investigations would be sufficient to characterize site conditions and reuse feasibility. Based on this information, the need for a Supplemental Site Investigation (SSI) was not anticipated during the application process.

During implementation of the Round 2 grant, DTSC reviewed the Phase II investigation report and concurred that there were data gaps in soil, soil vapor, and groundwater. As a result, DTSC formally required a SSI to further delineate contamination. This requirement arose only after completion of the original scope of work, which was fully executed with 100 percent of Round 2 funds without any procurement, contractor, or project management issues.

The original Round 2 application also included $40,000 for the preparation of a PEA. However, due to all grant funds being spent on Phase I and II investigations and the need for a supplemental investigation, the PEA could not be completed.

The barriers that prevented completion of the original Round 2 scope, primarily limited site data and newly identified contamination concerns, have now been resolved through the Phase II investigation and DTSC's regulatory direction. The requested amendment funding will allow the City to retain a QEP to complete the SSI, prepare the PEA/HHRA and any additional required documents (including ABCA, RAP/Cleanup Workplan), and advance the site toward cleanup and reuse readiness.

6. Describe the status of the remaining ECRG Tasks to complete. (1000 characters)

Phase I and II site investigations are fully completed, resulting in 100 percent of grant funds expended. The amendment will fund a supplemental site investigation, including groundwater monitoring, well installation and analysis, and completion of a Supplemental Site Investigation Report.

Additionally, the amendment is proposed to fund reuse planning related tasks such as a Preliminary Endangerment Assessment and/or Human Health Risk Assessment, which were included in the original Round 2 application. Other cleanup planning documents such as an Analysis of Brownfield Cleanup Alternatives and Site Cleanup Workplan are proposed to be included in this amendment so that the site will be fully prepared to commence with necessary cleanup following completion of this grant.

7. Describe the ECRG Tasks that the additional funding will cover. (1000 characters)

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The additional $375K will fund these ECRG Tasks for the SSI and reuse planning:
• Supplemental Site Investigation and Report: Additional sampling per DTSC Phase II review directives to further delineate the identified concerns.
• Groundwater Monitoring Well Installation and Analysis: Based on our consultant's experience with the RWQCB, they anticipate the need to install groundwater monitoring wells in addition to the samples that will be taken for the SSI.
• Preliminary Endangerment Assessment, HHRA, ABCA: Following completion of the necessary investigation, these tasks will be completed to prepare the site for its reuse goals.
• Removal Action / Cleanup Plan: If needed following SSI, PEA, HHRA, and ABCA, a RAP will be prepared to position the site as shovel-ready for cleanup grants.
• Regulatory Oversight Fees as needed.

8. Is the new requested amount sufficient to complete the Investigation or Cleanup by the end of the grant term?

Yes

9. If only partial additional funding is available, how will the lack of full funding impact or delay your investigation or cleanup? (2000 characters)

The City has already considered and integrated US EPA Assessment and Revolving Loan Fund grants alongside the original ECRG Round 2 funding. The full amount of this amendment is required to secure the total capital necessary for successful project completion.

Partial funding would severely delay or halt progress toward residential reuse of the SE Carson & Figueroa brownfield site, undermining ECRG equity goals for this site and slowing progress towards California's affordable housing objectives.

If funding were limited to completion of the SSI only, the project would likely see substantial funding gaps related to anticipated groundwater monitoring well installation and preparation of the reuse and cleanup planning documents necessary to support residential redevelopment. Based on discussions with potential affordable housing developers, these documents are required before a development commitment can be made.

Partial funding could also create critical timing challenges. This project site has strong interest from Carson's residents and elected officials; however, prolonged delays increase the risk that shifting market conditions or political priorities could deprioritize the site for affordable housing. Full DTSC funding for both the SSI and reuse planning documents would allow our prospective developers to evaluate the site comprehensively and commit within the shortest feasible timeframe.

Note that previous development efforts illustrate the risks of delay. In 2023, an affordable housing developer was forced to abandon plans after updated census data rendered the site ineligible for federal Low-Income Housing Tax Credits. Given the volatility of market conditions, political climate, regulatory requirements, and available incentives, immediate action is required to ensure the site's successful development.

10. Provide an update on the reuse plans for the Site, including schedule and funding, and any barriers that would prevent or delay the reuse. (2000 characters)

Reuse plans for the site remain relatively unchanged. However, the Phase II investigation identified environmental concerns that delayed immediate reuse of the site and confirmed the need for further investigation. While this extended the project timeline, the Phase II results have allowed the City to establish a more realistic and informed path toward residential reuse.

Prospective affordable housing developers have indicated that additional regulatory review and approval are needed before they can commit to redevelopment of the site. To address this barrier and advance the project, the City will initiate preparation of the SSI workplan within the next few weeks using EPA Community-Wide Assessment funds. QEP proposals for workplan preparation and all tasks included in this amendment were received on February 2, 2026. This approach positions the project to begin fieldwork immediately upon approval of the amendment, anticipated in April 2026.

In addition, the City can utilize EPA Revolving Loan Fund (RLF) funds to expedite cleanup activities where

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

appropriate. One QEP proposal anticipates the need for Soil Vapor Extraction (SVE) wells to address the primary contaminants identified in the Phase II. The proposed strategy includes installing SVE wells during SSI mobilization based on initial sampling results. Because such measures are likely not eligible expenses under an investigation grant, the City is prepared to leverage RLF funds to implement proactive remediation measures and maintain project momentum.

The City's goal is to have the site ready for cleanup by late 2026 or early 2027. Any additional investigation requirements beyond the SSI would delay cleanup readiness and, in turn, reuse of the site.

11. During your time as an ECRGrantee, describe how you have meaningfully and specifically engaged with community members and community-based organizations and made strides to advance environmental justice goals. (1000 characters)

Carson has meaningfully engaged communities as an ECRGrantee, advancing EJ in Carson.

Specific Actions:
• Tabled multiple City events, conversations with hundreds of residents and completed surveys by 100+ residents on preferred brownfield reuses.
• Partnered with CSU-DH; launched Spring 2026 student fellowship to raise brownfield awareness and generate reuse ideas. The City will be working with GIS students on the creation of a StoryMap to highlight the brownfield program and assist with outreach.
• Delivered City Council updates at public meetings sharing investigation updates and gaining feedback.
• Formed a Brownfield Advisory Committee consisting of stakeholders from diverse backgrounds.

EJ Outcomes: Surveys reflect resident priorities; fellowship builds local capacity; Council engagement ensures transparency. Meets 4 commitments: affordable housing delivery, EJ promotion via cleanup, local hiring, community services. Protects residents from legacy pollution.

Quarterly Expenditure Plan

12. Include a Quarterly Expenditure Plan (QEP) with ECRG Tasks, schedule, and costs for the current balance of the ECRG Agreement plus the new requested amount. All costs that have either been planned or incurred but the reimbursement requests have not been approved by the DTSC Portfolio Manager for reimbursement must be included in the QEP. Before starting the QEP, click "Save" at the bottom of the page to ensure all fields in this green box have updated correctly.

The total amount that needs to allocated in the QEP is $375,000.00

12.a. Do you plan on using any of the Grant Project Management Remaining Balance for the Grant Project Management ECRG Task?

If the Grant Project Management remaining balance is equal to $0 or you have spent 100% of your original ECRG allocation, you must answer "No" to Question 12.a.

No

12.a.1. Enter the amount you plan to spend on Grant Project Management into the field below. The total for this ECRG Task must be less than or equal to $3,163.99. If you do not plan on using any funding for Grant Project management, enter 0 and Follow the instructions 12.b. below to allocate your remaining ECRG funds.

- If the amount you enter below is above this value, your request may be considered ineligible
- Be sure that all Grant Project Management entries into the QEP are less than or equal to this value - a sum of the QEP entries for Grant Project Management ECRG Task is provided in Question 12.e.

$0.00

12.b. Create an entry by selecting the + (plus sign) next to QEP below. To complete each entry, do the following:

12.b.1. Select a quarter.

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• Each quarter can have multiple ECRG Tasks. Note that each ECRG Task within a quarter must be entered as an individual entry.
• If an ECRG Task is expected to span multiple quarters, add another row with the same ECRG Task with the subsequent quarter
• The last quarter will be July 1 – October 7, 2027.

12.b.2. Add an entry for each ECRG Task within a quarter.

• The grant type you are submitting this request for is a Site-specific Investigation
• The ECRG Task must be an eligible task for your specified grant type
• Selection of an ECRG Task that is not eligible for the appropriate grant type may result in a rejection of this request

Eligible tasks for a Site-specific Investigation grant are listed below:
- *Grant Project Management*
- *Regulatory Oversight Fees*
- *Community Engagement*
- *Tribal Engagement*
- *All Appropriate Inquiries (AAI) or Phase I*
- *Investigation Workplan and Fieldwork*
- *Investigation Report*
- *Cleanup Workplan*
- *Risk Assessment Workplan/Report*
- *Feasibility/Pilot Study Workplan/Report*
- *California Environmental Quality Act (CEQA) (for cleanup activities only)*

12.b.3. Enter the total funding amount for that specific ECRG Task within that quarter.

12.b.4. Select the appropriate Task Status for the ECRG Task within that quarter.

There are two options for Task Status:

Confirmed: Tasks that are confirmed fall under these three categories:

1. Tasks that have been completed within your original ECRG Agreement allocation but a reimbursement request has not been approved by your Portfolio Manager
2. Tasks that are included within your original ECRG Agreement allocation that have been regulatorily approved, with a reasonable schedule date, and with no barriers to completion
3. Tasks that will be conducted, if this request is approved, that have been regulatorily approved, with a reasonable schedule date, and with no barriers to completion

Note: To determine if a reimbursement request has been approved, navigate to the left-hand menu in the portal under "Reports", select "Submitted Cost Reimbursement Forms," and there will be a status under each submitted Cost Reimbursement Form. If there is any other status other than "Approved," these costs will need to be included.

In Progress: Tasks that do not fall within the above categories

Note that the reasoning for selecting each Task Status will need to be described in subsequent questions.

Quarterly Expenditure Plan Entries

- **Quarter:** April 1 - June 30, 2026 Edit | View
ECRG Task: Investigation Workplan and Fieldwork
Total Funding per Task within a Quarter: $75,000.00
Task Status: Confirmed

- **Quarter:** July 1 - September 30, 2026 Edit | View
ECRG Task: Investigation Workplan and Fieldwork
Total Funding per Task within a Quarter: $76,657.35
Task Status: Confirmed

- **Quarter:** July 1 - September 30, 2026 Edit | View
ECRG Task: Investigation Workplan and Fieldwork
Total Funding per Task within a Quarter: $97,500.00
Task Status: Not Confirmed

- **Quarter:** July 1 - September 30, 2026 Edit | View
ECRG Task: Investigation Report

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Total Funding per Task within a Quarter: $15,981.88
Task Status: Confirmed

- **Quarter:** October 1 - December 31, 2026 Edit | View

ECRG Task: Regulatory Oversight Fees (not required for CWA grants)
Total Funding per Task within a Quarter: $30,315.29
Task Status: Confirmed

- **Quarter:** January 1 - March 31, 2027 Edit | View
ECRG Task: Risk Assessment Workplan/Report
Total Funding per Task within a Quarter: $22,750.00
Task Status: Not Confirmed

- **Quarter:** April 1 - June 30, 2027 Edit | View
ECRG Task: Regulatory Oversight Fees (not required for CWA grants)
Total Funding per Task within a Quarter: $22,000.00
Task Status: Not Confirmed

- **Quarter:** April 1 - June 30, 2026 Edit | View
ECRG Task: Cleanup Workplan
Total Funding per Task within a Quarter: $34,795.48
Task Status: Not Confirmed

▼ Expand to see QEP Details (Table View):

Quarter	ECRG Task	Total Funding per Task within a Quarter	Task Status
April 1 - June 30, 2026	Investigation Workplan and Fieldwork	$75,000.00	Confirmed
July 1 - September 30, 2026	Investigation Workplan and Fieldwork	$76,657.35	Confirmed
July 1 - September 30, 2026	Investigation Workplan and Fieldwork	$97,500.00	Not Confirmed
July 1 - September 30, 2026	Investigation Report	$15,981.88	Confirmed
October 1 - December 31, 2026	Regulatory Oversight Fees (not required for CWA grants)	$30,315.29	Confirmed
January 1 - March 31, 2027	Risk Assessment Workplan/Report	$22,750.00	Not Confirmed
April 1 - June 30, 2027	Regulatory Oversight Fees (not required for CWA grants)	$22,000.00	Not Confirmed
April 1 - June 30, 2026	Cleanup Workplan	$34,795.48	Not Confirmed

After completing the QEP, click "Save and Close" at the bottom right corner of the form, wait for the form to fully update, then check that there are no red compliance warnings at the top of the form for Question 12.b.2.

Additionally, ensure that the sum of the Total Funding per Task within a Quarter column in the QEP listed in 12.c matches the sum of your current balance of ECRG agreement plus new requested amount. ***If the totals do not match to the penny, this will delay the review of your application.***

Do not skip this step, clicking "Save and Close" ensures that the calculations in Question 12.c. and 12.e. have updated correctly.

To continue editing this request, you will need to re-enter Edit-mode at the top right corner of the request by clicking "Edit."

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

12.c. Total Funding Amount entered into the QEP: $375,000.00

This is a sum of the Total Funding per Task within a Quarter column in the QEP. This value should be equivalent to the current balance of your ECRG Agreement plus the new requested amount.

12.d. Does the answer to 12.c. match the current balance of your ECRG Agreement, plus the new request amount as shown in Question 4.b: $375,000.00?

Yes

12.e. Is the sum of the Total Funding per Quarter Per Task entered into the QEP for "Grant Project Management" equal to the amount allocated in Question 12.a.1:

The total amount entered into the QEP for the Grant Project Management Task is:

Yes

12.f. Describe the "Confirmed" ECRG Tasks and the provisions in place to ensure that the QEP will be on schedule and funding will be utilized as proposed. (2000 characters)

The confirmed ECRG Tasks for Amendment 2 total $197,954.52 and include DTSC-directed SSI fieldwork (Q2-Q3 2026), preparation of an SSI report documenting the extent of the contamination (Q3 2026), and associated regulatory oversight fees. Following completion of the Phase II, DTSC concurred with the need for these next steps and transferred oversight to the Regional Water Quality Control Board (RWQCB). The QEP will begin preparation of the SSI workplan within the next few weeks and will submit the workplan to the RWQCB for review and approval upon completion.

Multiple provisions are in place to ensure the QEP remains on schedule and that funding is utilized as proposed. The City maintains a roster of seven pre-qualified RFQ contractors, many of which have demonstrated experience working under RWQCB oversight. A proposal solicitation was issued detailing the tasks included in this amendment request and four proposals were received on February 2, 2026. A QEP will be selected from these proposals in the coming weeks and will immediately begin preparation of the SSI workplan, allowing for rapid fieldwork mobilization upon amendment approval in April-May.

The City successfully expended 100 percent of ECRG Round 2 funding ahead of schedule, and this amendment will be managed by the same project team using financial controls and reporting procedures outlined in the City charter. The Carson Housing Authority will continue providing site access to prevent field delays, while quarterly DTSC reporting and milestone-based reimbursements will ensure accountability and budget tracking. Additional oversight will be maintained through regular City Council and Carson Housing Authority updates. The City's proven ECRG performance and management framework ensures timely completion of amendment tasks, full utilization of funds, and readiness for subsequent cleanup and reuse funding.

12.g. Confirm the QEP was discussed and approved by your environmental Regulatory Oversight Agency.

Yes

Confirm Signatory

13. David Roberts is listed as the signatory for your grant and will be listed as the signatory on the Round 2 Amendment 2 Agreement, if awarded. Is this contact still correct?

Yes

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Exhibit B

Boundary Map of ECRG Funded Area

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

ECRG-2023-01842
Site Map

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Exhibit C.1

Scope, Schedule, and Budget Table – Original ECRG Application

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

ECRG-2023-01842:
Exhibit C.1

C.1 - Scope, Schedule, and Budget Table – Original ECRG Application

Scope, Schedule, and Budget Table

ECRG Task Description	Budget
AAI or Phase 1: 3/6/2023 to 6/27/2024	5,000
Procurement RFP Task Order from RFQ Finalists: 1/2/2024 to 3/4/2024	5,000
Grant Project Management: 1/2/2024 to 12/30/2025	7,500
DTSC Regulatory Oversight Costs: 1/2/2024 to 12/30/2025	39,000
Grantee Project Manager Travel: 1/2/2024 to 12/30/2025	1,000
CEQA: 7/1/2024 to 12/30/2025	2,500
Community Engagement: 7/1/2024 to 12/30/2025	20,000
Phase II: 7/1/2024 to 10/31/2024	30,000
Investigation Workplan and Fieldwork: 11/4/2024 to 1/30/2025	40,000
Total	150,000

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Exhibit C.2

QEP – Round 2 ECRG Amendment 1 Request for Time Extension

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

ECRG-2023-01842:
Exhibit C.2

C.2 - QEP – Round 2 ECRG Amendment 1 Request for Time Extension

QEP Details (Table View):

Quarter	ECRG Task	Total Funding per Task within a Quarter
July 1 - September 30, 2025	Regulatory Oversight Fees (not required for CWA grants)	$28,000.00
July 1 - September 30, 2025	Investigation Report	$110,179.04
July 1 - September 30, 2025	Grant Project Management	$2,640.01
July 1 - October 7, 2027	Grant Project Management	$523.98

After completing the QEP, click "Save and Close" at the bottom right corner of the form, wait for the form to fully update, then check that there are no red compliance warnings at the top of the form for Question 9.b.2.

Do not skip this step, clicking "Save and Close" ensures that the calculations in Question 9.c. and 9.e. have updated correctly.

To continue editing this request, you will need to re-enter Edit-mode at the top right corner of the request by clicking "Edit."

9.c. Total Funding Amount entered into the QEP: $141,343.03

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Exhibit C.3

Revised QEP – ADDITIONAL FUNDING AMENDMENT REQUEST

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

ECRG-2023-01842:
Exhibit C.3

C.3 - Revised QEP – ADDITIONAL FUNDING AMENDMENT REQUEST

▼ Expand to see QEP Details (Table View):

Quarter	ECRG Task	Total Funding per Task within a Quarter	Task Status
April 1 - June 30, 2026	Investigation Workplan and Fieldwork	$75,000.00	Confirmed
July 1 - September 30, 2026	Investigation Workplan and Fieldwork	$76,657.35	Confirmed
July 1 - September 30, 2026	Investigation Workplan and Fieldwork	$97,500.00	Not Confirmed
July 1 - September 30, 2026	Investigation Report	$15,981.88	Confirmed
October 1 - December 31, 2026	Regulatory Oversight Fees (not required for CWA grants)	$30,315.29	Confirmed
January 1 - March 31, 2027	Risk Assessment Workplan/Report	$22,750.00	Not Confirmed
April 1 - June 30, 2027	Regulatory Oversight Fees (not required for CWA grants)	$22,000.00	Not Confirmed
April 1 - June 30, 2026	Cleanup Workplan	$34,795.48	Not Confirmed

After completing the QEP, click "Save and Close" at the bottom right corner of the form, wait for the form to fully update, then check that there are no red compliance warnings at the top of the form for Question 12.b.2.

Additionally, ensure that the sum of the Total Funding per Task within a Quarter column in the QEP listed in 12.c matches the sum of your current balance of ECRG agreement plus new requested amount. ***If the totals do not match to the penny, this will delay the review of your application.***

Do not skip this step, clicking "Save and Close" ensures that the calculations in Question 12.c. and 12.e. have updated correctly.

To continue editing this request, you will need to re-enter Edit-mode at the top right corner of the request by clicking "Edit."

12.c. Total Funding Amount entered into the QEP: $375,000.00

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Exhibit D

Community Benefit Commitments – Original ECRG Application

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

ECRG-2023-01842:

Exhibit D - Community Benefit Commitments – Original ECRG Application

11.b. Community Benefit Commitment(s)

Commitment Type	Description	Strategy	Metrics	Implementation Date
Promote Environmental Justice	Carson is a community of nearly 100,000 residents and is considered to be a vulnerable and underserved community with a history of environmental justice issues. Environmental justice and public health concerns, including pollution and compounded health risks stemming from the concentration of landfill, refineries, port related activities, and other industrial activities in and nearby the city, have a long history in Carson that predates its incorporation as an independent city in 1968. We are surrounded and bordered by many communities that historically share these same environmental justice issues including Compton, Wilmington, and unincorporated parts of Los Angeles County. Even today, Carson continues to face environmental justice issues with the majority of areas in the city being designated CalEnvironScreen 4.0 Tracts within the 75%percentile or more. Redeveloping contaminated sites with a use that benefits the local community inherently promotes environmental justice goals.	The applicant will ensure that the site will be free from contaminants per DTSC requirements and that the new residents will have adequate open space to enjoy.	This goal will be complete when a closeout letter is received from DTSC.	December 31, 2025

Docusign Envelope ID: 19E5ED01-81F1-8809-83E4-9968AEE66C2F

Exhibit D - Community Benefit Commitments – Original ECRG Application (Continued)

Build or Rehabilitate Affordable Housing	As mentioned above, this site has been designated for 100% affordable veterans housing. This will provide affordable living options for at-risk veterans, job opportunities for surrounding residents, foster a sense of unity and support and reduce pressure on the existing housing market and social services.	Once the site has been cleaned, affordable housing developers will be solicited to develop this site.	Site Cleanup, formal application submittal, and project completion will be used to assess progress towards this goal	October 9, 2027
Offer Community-Serving Programs and Services	As mentioned above, developers have the option to provide certain community benefits that will benefit the surrounding neighborhood. These benefits will aim to offset the potential negatives of an intense residential development by providing various amenities such as transportation infrastructure, open space, or childcare facilities. The applicant will commit to finding a developer that is willing to provide these services.	The applicant will utilize existing language in the adopted 2040 Carson General Plan that allows for a 40% density bonus if a certain amount of community services are provided.	Entitlement of the project and acquiring a Community Benefits Agreement will signal that progress is being made towards this commitment.	October 9, 2027
Promote Local Enterprises through Contracting Practices	The City will issue a Request for Qualifications(RFQ) to bring on board multiple firms for on-call services to ensure a diverse supplier is retained and competitive bidding is conducted. The RFQ has an emphasis on Diverse Suppliers including disabled veteran business enterprises, disadvantaged business enterprises, or small business enterprise as described under Section 3.4 of the ECRG guidelines. Specifically, applicant will utilize the Quick Reference Guide from DTSC when drafting the RFQ.	Drafting the RFQ to include provisions prioritizing micro enterprises and diverse suppliers.	An issued RFQ containing language on diverse suppliers. Selection of microenterprise firms on the final RFQ firms list.	December 31, 2023

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: Nathan Freeman, Director of Community and Economic Development CD Real Property Services

Subject: CONSIDER RESOLUTION NO. 26-104, A RESOLUTION AUTHORIZING THE SUBMITTAL APPLICATION FOR GRANT FUNDING UNDER THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM AS ADMINISTERED BY THE STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL (CITY COUNCIL)

I. SUMMARY

This action would authorize the City of Carson to submit an application to the State of California's Transformative Climate Communities (TCC) Grant Program and authorize the City to take the necessary steps to pursue a potential grant award.

The City intends to apply for a TCC Round 6 Implementation Grant, administered by the California Strategic Growth Council (SGC), which provides grants of up to $27.5 million for large-scale, community-driven projects that reduce greenhouse gas emissions and advance environmental, health, housing, mobility, and economic benefits in disadvantaged communities. The TCC Program supports integrated investments in capital projects, community engagement, workforce development, and economic development.

If the City is selected for funding, TCC funds could be used to implement a coordinated set of projects within a designated TCC Project Area, which is a specific area of the City identified as eligible for funding and where investments can be focused to provide broader community benefits.

Proposed investments would advance brownfield redevelopment, affordable housing, mobility, energy efficiency, public health, urban greening, workforce development, and economic opportunity. The proposed projects would be developed and implemented through a community-driven process and designed to work collectively to achieve the TCC Program's climate, environmental, health, and economic objectives.

Any potential TCC award would be subject to the State's very competitive application and award process. If selected, the City would take the necessary actions to accept the award and execute the required grant documents. The TCC Round 6 Implementation Grant application is due September 30, 2026.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-104, "A RESOLUTION AUTHORIZING THE SUBMITTAL APPLICATION FOR GRANT FUNDING UNDER THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM AS ADMINISTERED BY THE STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL."

III. ALTERNATIVES

TAKE another action that the City Council deems appropriate.

IV. BACKGROUND

The City is preparing an application for the TCC Round 6 Implementation Grant that includes a coordinated portfolio of projects addressing brownfield remediation, community health, urban greening, energy efficiency, mobility, affordable housing, and related community improvements within the designated TCC Project Area. The proposed projects are intended to work collectively to advance climate resilience, reduce greenhouse gas emissions, improve environmental and public health outcomes, and expand economic and community benefits.

To meet TCC program requirements, the City is working closely with partner organizations that are expected to participate as co-applicants and project partners. These partners are contributing to the development of project concepts, implementation strategies, community programs, and other components of the application. Building on the City's experience and partnerships through its Brownfield Programs, the current partners include:

1. California State University, Dominguez Hills (CSUDH) – A public university with a strong focus on community engagement, environmental and social justice, research, education, and workforce and economic mobility. CSUDH would contribute academic, research, community engagement, and workforce development expertise to the TCC initiative.
2. South Bay Workforce Investment Board (SBWIB) – A regional workforce development organization serving Carson and ten other South Bay cities. SBWIB provides workforce planning, career services, job training, youth programs, and connections between employers and job seekers and would support workforce development and career pathway components of the TCC application.
3. GRID Alternatives – A nonprofit organization focused on expanding access to clean energy and clean-energy career opportunities for underserved communities. GRID Alternatives would contribute expertise in solar energy, energy efficiency, clean-energy workforce development, and community-based implementation.
4. ALMA Backyard Farms – A community-based urban agriculture organization that operates urban farms and programs focused on food access, environmental stewardship, youth education, and workforce development. ALMA recently acquired property in Carson for development of a permanent urban farm and would contribute to urban greening, community health, food access, and workforce development components of the TCC initiative.
5. Center for Creative Land Recycling (CCLR) – A nonprofit organization specializing in the sustainable, community-led reuse of brownfields and environmentally impacted properties. CCLR provides technical assistance, brownfield redevelopment expertise, community planning support, and assistance with identifying and leveraging funding for land reuse.
6. Asian Pacific Environmental Network (APEN) – An environmental justice organization that organizes and supports Asian and Pacific Islander communities around environmental, social, and economic justice issues. APEN would contribute community organizing, environmental justice, climate, and community engagement expertise to help ensure that the TCC initiative reflects the needs and priorities of affected communities.
7. City-Affiliated Entities and Partners – The Carson Housing Authority, Carson Enhanced Infrastructure Financing District (EIFD), and Carson Reclamation Authority would provide project-specific expertise, coordination, and access to public assets and ongoing initiatives that can support the proposed TCC projects and help integrate the grant-funded activities with existing City and community investments.

The City is also developing outreach materials and conducting community engagement activities, including workshops and other opportunities for residents and stakeholders to provide input on proposed projects and priorities. A community advisory board is being established to provide ongoing community input and guidance throughout the application development process and, if the City is awarded TCC funding, support continued community engagement and implementation oversight. The City's approach is intended to ensure that the proposed projects reflect community priorities and are developed through a collaborative, community-driven process consistent with the TCC Program.

The TCC Round 6 Implementation Grant application, including project workplans and other required application components, is due September 30, 2026. The City is currently developing the application and required supporting materials, including components addressing community engagement, workforce development, economic development, project implementation, and anticipated project outcomes. Submission of the application does not guarantee an award, and any future implementation of the proposed projects would be contingent upon the City being selected for TCC funding and satisfying applicable State requirements.

V. FISCAL IMPACT

There is no fiscal impact at this time. If awarded, the City will receive up to $27.5 million in grant funds from the Strategic Growth Council. These funds would be utilized to carry out the proposed capital projects, community engagement activities, and workforce and economic development programs identified in the TCC Implementation Grant application.

VI. EXHIBITS

1. Resolution No. 26-104

Attachments

Resolution 26-104 (TCC Grant Application).pdf

RESOLUTION NO. 26-XXX

A RESOLUTION AUTHORIZING THE SUBMITTAL APPLICATION FOR GRANT FUNDING UNDER THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM AS ADMINISTERED BY THE STATE OF CALIFORNIA STRATEGIC GROWTH COUNCIL

WHEREAS, in 2026 the Legislature and the Governor of the State of California provided funds for the Transformative Climate Communities Program, established by Assembly Bill 2722 (2016); and

WHEREAS, the Strategic Growth Council is responsible for the administration of this grant program, including developing guidelines and selection criteria; and

WHEREAS, the Strategic Growth Council released the application guidance on May 29, 2026, with a due date of September 30, 2026; and

WHEREAS, procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicant's governing board before submission to the State; and

WHEREAS, the Lead Applicant, City of Carson, is authorized to apply for and accept a Transformative Climate Communities grant if awarded, and authority to execute all related documents;

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

Section 1. The City Council hereby approves the filing of an application for a Transformative Climate Communities grant for funding year 2026, to be submitted no later than September 30, 2026.

Section 2. The City Council hereby certifies that as Lead Applicant, in partnership with its Co-Applicants, will have sufficient resources to execute strategies and projects that are outlined in the grant application.

Section 3. The City Council appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, and payment requests that may be necessary for competition of the aforementioned strategies and projects.

Section 4. The City Clerk shall certify to the adoption of this Resolution, and it shall be in full force and effect upon its passage and approval

PASSED, APPROVED, and ADOPTED this 1st day of September, 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-XXX adopted by the City of Carson City Council at its meeting held on September 1, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING AND AMENDMENT NO. 2 TO THE AFFILIATION AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS TO ESTABLISH AN OCCUPATIONAL THERAPY DOCTORAL CAPSTONE PROGRAM AT CITY FACILITIES (CITY COUNCIL)

I. SUMMARY

Since 2018, the City has partnered with California State University, Dominguez Hills (CSUDH) to provide occupational therapy services to participants of the Joseph B. Jr. and Mary Anne O'Neal Stroke Center. Through an Affiliation Agreement, CSUDH Occupational Therapy students have been able to gain supervised, hands-on experience while providing services that support the health, independence, and quality of life of Stroke Center participants. In 2021, the City and CSUDH entered into a new Affiliation Agreement to continue the program.

In June 2022, the City and CSUDH further formalized their partnership through a Memorandum of Understanding (MOU) focused initially on collaboration with the University's Occupational Therapy Department. Prior to expiration of the MOU, the City and CSUDH approved Amendment No. 1, extending the agreement through June 2029. In November 2024, Amendment No. 2 expanded the MOU to include CSUDH's entire College of Health, Human Services, and Nursing, creating opportunities for additional collaboration in health and human services programs. The Occupational Therapy Affiliation Agreement was similarly extended through June 2029 by Amendment No. 1. Although the broader MOU establishes a framework for collaboration between the City and CSUDH, individual programs must be authorized through a separate Implementing Agreement that establishes the responsibilities and operating requirements for the specific activity. The existing Occupational Therapy Affiliation Agreement serves as the Implementing Agreement for Occupational Therapy services. A separate Implementing Agreement for the CSUDH School of Nursing was also approved in May 2026.

The City and CSUDH now propose expanding the partnership to include the University's Occupational Therapy Doctoral Capstone Program. Under proposed Amendment No. 3 to the MOU, the Doctoral Capstone Program would be formally incorporated into the broader City-CSUDH partnership. Proposed Amendment No. 2 to the Affiliation Agreement would establish the operational framework necessary for Doctoral Capstone students to conduct approved research and develop or implement community-based programs at City facilities under appropriate supervision and in coordination with City staff. The proposed amendments would build upon the City's longstanding partnership with CSUDH by providing doctoral students with meaningful, real-world educational experience while creating additional opportunities for research, programming, and services that may benefit Carson residents.

Consequently, staff recommends that the City Council approve Amendment No. 3 to the MOU and Amendment No. 2 to the Affiliation Agreement to formally incorporate the Occupational Therapy Doctoral Capstone Program into the existing City-CSUDH partnership.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 3 to the existing Memorandum of Understanding (MOU) with California State University, Dominguez Hills; and,
2. APPROVE the proposed Amendment No. 2 to the Affiliation Agreement with California State University, Dominguez Hills, on behalf of its Occupational Therapy Program; and,
3. AUTHORIZE the Mayor to execute the proposed MOU Amendment No. 3 and proposed Affiliation Agreement Amendment No. 2, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate, consistent with applicable law.

IV. BACKGROUND

Since 2018, the City of Carson has partnered with California State University, Dominguez Hills (CSUDH) to provide occupational therapy services and educational opportunities that benefit both Carson residents and university students. The partnership initially focused on the City's Joseph B. Jr. and Mary Anne O'Neal Stroke Center, where CSUDH Occupational Therapy students provide services designed to help participants improve mobility, daily living skills, independence, and overall quality of life following a stroke, illness, injury, or other medical condition. The partnership provides a direct community benefit while also giving CSUDH students supervised, hands-on experience working with community members. With the exception of a temporary suspension from March 2020 through September 2021 due to COVID-19 public health restrictions, the program has continued to provide rehabilitative and wellness services to Stroke Center participants.

In 2021, the City and CSUDH entered into the current Affiliation Agreement for the University's Occupational Therapy Department (Exhibit No. 2). The Affiliation Agreement establishes the operational requirements and responsibilities that allow CSUDH Occupational Therapy students to participate in programs at City facilities. The agreement was originally scheduled to expire in June 2024 but was subsequently extended through June 2029 by Amendment No. 1 (Exhibit No. 3).

EXPANSION OF THE CITY-CSUDH PARTNERSHIP

In June 2022, the City and CSUDH entered into a broader Memorandum of Understanding (MOU) establishing a framework for continued collaboration between the two organizations (Exhibit No. 5). The original MOU focused on collaboration with the University's Occupational Therapy Department and incorporated the existing Affiliation Agreement. In June 2024, the City Council approved Amendment No. 1 to the MOU, extending the partnership through June 30, 2029 (Exhibit No. 6). In November 2024, Amendment No. 2 expanded the potential partnership beyond Occupational Therapy to include CSUDH's entire College of Health, Human Services, and Nursing (Exhibit No. 7). This broader framework creates opportunities for qualified students in various health and human services disciplines to gain practical experience while potentially supporting future City programs and services. In May 2026, for example, the City approved an implementing agreement allowing collaboration with the CSUDH School of Nursing (Exhibit No. 8).

Importantly, the broader MOU does not automatically authorize every potential student program or activity. Although the MOU identifies multiple areas in which the City and CSUDH may collaborate, each specific program must be authorized through a separate Implementing Agreement establishing the scope, responsibilities, and operating requirements for that activity. For Occupational Therapy services, the existing Affiliation Agreement serves as that Implementing Agreement.

OCCUPATIONAL THERAPY DOCTORAL CAPSTONE PROGRAM

The proposed Amendment No. 3 to the MOU would clarify that the partnership also includes CSUDH's Occupational Therapy Doctoral Capstone Program. The Capstone Program consists of graduate students completing advanced experiential work as part of their doctoral education in occupational therapy. To implement this opportunity, the proposed Amendment No. 2 to the Affiliation Agreement would establish the specific terms and responsibilities governing Doctoral Capstone activities conducted at City facilities. Subject to approval of individual activities by the City Manager or designee, participating doctoral students could conduct research, develop and implement community-based programs, and complete other approved capstone activities that align with City programs and community needs. Students would perform their activities under appropriate supervision and in coordination with City employees possessing relevant experience and expertise. The proposed amendments establish the framework for future collaboration but do not provide unrestricted authority for students to independently establish or operate programs at City facilities. Specific activities would remain subject to City review and approval to ensure they are appropriate for the facility, consistent with City operations, and beneficial to the community.

COMMUNITY AND EDUCATIONAL BENEFITS

Expanding the partnership to include the Doctoral Capstone Program would build upon the City's longstanding relationship with CSUDH and create additional opportunities to connect university resources and expertise with community needs. Carson residents may benefit from research, programming, and services developed through approved capstone activities, while CSUDH doctoral students would gain meaningful, real-world experience applying their education in a community setting. The proposed partnership is therefore intended to provide a mutually beneficial educational and community-service opportunity; CSUDH students receive the practical experience necessary to develop as occupational therapy professionals, while the City gains access to additional research, programming, and professional resources that may enhance services available to Carson residents.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 3 to the MOU and the proposed Amendment No. 2 to the Affiliation Agreement to formally incorporate the CSUDH Occupational Therapy Doctoral Capstone Program into the existing City-CSUDH partnership and establish the operational framework necessary for approved capstone activities to occur at City facilities.

V. FISCAL IMPACT

There is no direct fiscal impact to the City associated with approval of the proposed amendments with California State University, Dominguez Hills (CSUDH). Under the proposed partnership, Occupational Therapy Doctoral Capstone students may conduct approved research and implement community-based programs at City facilities at no cost to the City or participating residents. The partnership provides CSUDH students with valuable hands-on educational and professional experience while providing the Carson community with access to additional programs, research, and services. Accordingly, no additional City funding or budget appropriation is required as part of the recommended action.

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 (existing)
3. Amendment No. 1 to Affiliation Agreement
4. (Proposed) Amendment No. 2 to Affiliation Agreement
5. MOU between the City of Carson and CSUDH
6. Amendment No. 1 to the MOU
7. Amendment No. 2 to the MOU
8. Implementing Agreement (Nursing)
9. (Proposed) Amendment No. 3 to the MOU

Attachments

Exhibit 1 - 2018-2021 Affiliation Agreement.pdf
Exhibit 2 - Affiliation Agreement (existing).pdf
Exhibit 3 - Amendment No. 1 to Affiliation Agreement.pdf
Exhibit 4 - (Proposed) Amendment No. 2 to CSUDH OT Affiliation Agreement.pdf
Exhibit 5 - MOU.pdf
Exhibit 6 - Amendment No. 1 to MOU.pdf
Exhibit 7 - Amendment No. 2 to MOU.pdf
Exhibit 8 - Implementing Agreement (Nursing).pdf
Exhibit 9 - (Proposed) Amendment No. 3 to MOU.pdf

Contract No: 6921-19

18-013

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: Stephanie Guin 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: [signature] 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 Mein Long

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. 10/14/21

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: _____ 10/18/21
Authorized Signature Date

01007.0001/721727.1

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.

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-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
	[ ] MEMOR-ANDUM [ ] 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 Howell

ACORD®

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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	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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AMENDMENT NO. 1

TO AFFILIATION AGREEMENT

THIS AMENDMENT NO. 1 TO THE AFFILIATION AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS, on behalf of the Occupational Therapy Program (OT) ("CSUDH") is effective as of the 30th day of June, 2024.

RECITALS

A. City and CSUDH entered into that certain Agreement effective July 1, 2021 ("Affiliation Agreement"), related to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities.

B. The Agreement provides that its term will expire on June 30, 2024, unless earlier terminated by either party pursuant to applicable provisions of the Agreement. The Agreement also provides that it may at any time be altered, changed or amended in writing by mutual agreement of the parties.

C. City and CSUDH now desire to amend the Agreement to extend the term by five (5) years, thereby extending the stated term expiration date from June 30, 2024 to June 30, 2029, subject to the parties' rights to terminate the Agreement earlier pursuant to applicable provisions of the Agreement.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   A. The second introductory paragraph of the Agreement is amended as follows:

   "The Agreement shall be effective July 1, 2021 to June 30, 2029 unless terminated by either party, after giving the other party sixty (60) days advance written notice and subject to Section III.C."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and CSUDH 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.

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

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties 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

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.

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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
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:** 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	
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	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/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	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)

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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 T. 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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PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

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	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXPENSE (Any one person)	$ Excluded
	☒ Contractual Liab				PERSONAL & ADV INJURY	$ 2,000,000
	☒ SIR $250,000				GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	$ 4,000,000
	☐ MEMOR-ANDUM ☐ 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	☒ 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 AFFILIATION AGREEMENT

THIS AMENDMENT NO. 2 TO THE AFFILIATION AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS, on behalf of the Occupational Therapy Program (OT) ("CSUDH") is effective as of the _____day of _____, 2026.

RECITALS

A. City and CSUDH entered into that certain Agreement effective July 1, 2021 ("Affiliation Agreement"), related to the placement of CSUDH Occupational Therapy Program students for fieldwork experience at City facilities. The Agreement provides that it may at any time be altered, changed or amended in writing by mutual agreement of the parties.

B. Effective July 1, 2024, City and CSUDH entered into Amendment No. 1 to the Affiliation Agreement, to extend the scheduled expiration date of the term of the Agreement by five years, from July 1, 2024 to July 1, 2029 ("Amendment No. 1").

C. City and CSUDH now desire to amend the Agreement to expand its scope to include placement of CSUDH Occupational Therapy Doctoral Capstone Program students at City facilities for doctoral capstone experiences.

D. This Amendment is intended to constitute the written agreement required by Section 4(e) of the parties' Memorandum of Understanding (MOU) with respect to the general placement of Occupational Therapy Doctoral Capstone Program students. Each specific doctoral capstone activity remains subject to the parties' prior written approval as provided herein.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (added text is shown in ***bold italics***, deleted text is shown in ~~strikethrough font~~).

A. Section I of the Agreement is amended as follows:

"**I.** **<u>Responsibilities of FWS</u>**

FWS shall,

A. Accept qualified students for fieldwork experience in Occupational Therapy ***("OT")***, ***and qualified OT Doctoral Capstone Program graduate students for OT Doctoral Capstone Program field experience. T***he ~~maximum~~ number ***of students, placement dates, FWS facilities, and proposed activities*** ~~not to exceed that number for which the program has been accredited, approved and/or agreed upon~~ ***will be mutually agreed upon in writing by the Parties before each placement***.

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 ***or Doctoral Capstone Program field*** 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. ***The foregoing licensure requirement applies to Occupational Therapy fieldwork students and does not apply to doctoral capstone students unless licensure is required by the nature of the approved activity or applicable law.***

I. Review and approve, in its discretion, each proposed doctoral capstone activity, including its scope, location, schedule, FWS resources, intended participants, and designated FWS site contact, before the activity begins. Such FWS approval may be given by FWS' City Manager or his or her designee.

B. Section II of the Agreement is amended as follows:

"**II. <u>Responsibilities of CSUDH</u>**

CSUDH shall,

A. Refer qualified students from the program***s*** 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 ***and a field experience coordinator from the OT Doctoral Capstone Program,*** who

01007.0001 1029550.3

will coordinate and be responsible for student FWS activities.

C. Assign mutually agreed upon dates and times for student placements.

D. Require student***s to*** be responsible for their professional activities and conduct while at FWS. ***FWS may require CSUDH to remove a student from a FWS facility or activity based on documented performance, conduct, policy, legal, or health and safety concerns. CSUDH will promptly remove the student from the applicable FWS facility or activity upon such request. CSUDH retains sole responsibility for determining any academic or disciplinary consequences and providing any required due process***." ~~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 ***and field experience*** 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) ***per occurrence***, and Three Million Dollars ($3,000,000) in aggregate~~, per occurrence~~. ***Said policy of insurance shall name FWS and its elected and appointed officers, employees and agents as additional insureds.***

I. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law.

J. ***CSUDH shall ensure that students participating in activities under this Agreement are covered under the California State University Student Professional Liability Insurance Program ("SPLIP"), which provides professional liability and general liability coverage with limits of not less than Two Million Dollars ($2,000,000) per claim and Four Million Dollars ($4,000,000) in the aggregate. CSUDH shall provide evidence of such coverage upon request.*** ~~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.

N. Require all students and faculty to undergo a Livescan prior to working in any capacity with any minor, should CSUDH elect (subject to FWS' approval with respect to activities at FWS) to include this population in its curriculum."

01007.0001 1029550.3

C. Subsection B of Section III of the Agreement is amended to replace the phrase "this MOU" in the second paragraph with the phrase "this Agreement."

D. Subsection C of Section III of the Agreement is amended as follows:

"C. ***The Agreement may be terminated by either Party without cause upon 60 days' prior written notice. Unless otherwise agreed by the Parties or required for health, safety, legal, or policy reasons, the Parties will use reasonable efforts to allow students participating in an approved fieldwork or doctoral capstone experience on the effective date of termination to complete that then-current experience*** ~~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~~."

E. Subsection E of Section III of the Agreement is amended as follows:

"E. ***CSUDH will designate an OT Fieldwork Coordinator and an Occupational Therapy Doctoral Capstone Coordinator and will provide their current contact information to FWS. CSUDH may update such contact information by written notice without a formal amendment to this Agreement.*** ~~The OT fieldwork coordinator for CSUDH is: Daniel Swiatek, OTD, OTR/L.~~"

2. **Continuing Effect of Agreement.** Except as amended by Amendment No. 1 and 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 Amendment No.1 and this Amendment to the Agreement.

3. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date 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:

By:_____
Name:
Title:

By:_____
Name:
Title:

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

ACORD®

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
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: 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						PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	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:

ACORD®

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
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: 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						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							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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The ACORD name and logo are registered marks of ACORD

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

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, 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:

KJC 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.

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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, 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

ACORD®

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						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	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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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

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 T. Howell

ACORD®

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
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
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						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	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
Daniel T. Howell

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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)

APPROVAL OF MINUTES (Item 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - MAY 5, 2026 (REGULAR)- 7:43 PM

Motion to Approve submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dear resulting in 4-0-0-0-1 Council Member Rojas absent

CONSENT (Items 15-35)

Motion to Approve submitted by Mayor Pro Tempore Hicks, Sr. seconded by Council Member Dear resulting in 4-0-0-0-1 Council Member Rojas absent

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)

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)

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)

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)

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)

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)

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)

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

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)

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

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)- 7:43 PM

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)

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)

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)

29. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH GRAFFITI PROTECTIVE COATINGS, INC TO PROVIDE GRAFFITI ABATEMENT SERVICES TO THE

AMENDMENT NO. 3

TO MEMORANDUM OF UNDERSTANDING

THIS AMENDMENT NO. 3 TO THE MEMORANDUM OF UNDERSTANDING ("Amendment No. 3") is entered into 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"), effective as of the 1st day of September 2026. 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"), as subsequently amended by Amendment No. 1 and Amendment No. 2 (collectively, the "MOU").

B. The Parties desire to clarify that the areas of cooperation under the MOU include CSUDH's Occupational Therapy Doctoral Capstone Program and to authorize the Parties to develop opportunities for doctoral capstone students to conduct research and implement occupational therapy-related programs for community members at City facilities.

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 to read as follows:

"The area of cooperation will be between the College of Health, Human Services, and Nursing***, including its Occupational Therapy Doctoral Capstone Program,*** at California State University Dominguez Hills (CSUDH) and ***the*** City of Carson (CC)."

B. A new subsection (d) is added to Section 2 to read as follows:

"***d. Joint collaboration between students and faculty of CSUDH and CC staff in facilitating CSUDH Occupational Therapy Doctoral Capstone Program students conducting research and implementing occupational therapy-related programs for community members at CC facilities.***"

2. **Program-Specific Agreement.** No Occupational Therapy Doctoral Capstone Program activity shall begin at a City facility unless and until the Parties execute a separate written agreement satisfying Section 4(e) of the MOU. The agreement shall describe the applicable activity, responsibilities of the Parties, student supervision, insurance and risk requirements, confidentiality requirements, use of City facilities, and any other terms applicable to the activity. The agreement may be structured as an amendment to Affiliation Agreement No. 8303-22.

3. **Continuing Effect of MOU.** Except as expressly amended by this Amendment No. 3, the MOU, as previously amended, remains unchanged and in full force and effect.

4. **Authority.** Each Party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Amendment No. 3 and that this Amendment No. 3 does not violate any of its existing agreements or obligations.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 on the date(s) and year set forth below, with express intent that this Amendment No. 3 shall take effect as of the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

Date: _____, 2026

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj;pks]

CSUDH:

CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

By:_____
Name:
Title:

By:_____
Name:
Title:

Date: _____, 2026

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER APPROVAL OF A DEED RESTRICTION FOR THE VETERANS SPORTSCOMPLEX BLEACHER AND GYM FLOOR IMPROVEMENT PROJECTS FUNDED BY LOS ANGELES COUNTY (CITY COUNCIL)

I. SUMMARY

Staff is requesting City Council approval of a Deed Restriction for the Veterans SportsComplex property to satisfy the requirements of two grants awarded to the City by the Los Angeles County Regional Park and Open Space District (RPOSD). The City received a total of $651,500 in grant funding for improvements to the Veterans SportsComplex, including: (1) $314,815 for the purchase and installation of telescoping bleachers; and (2) $336,685 to remove and replace the main basketball gymnasium floor with new athletic-grade hardwood flooring. Both improvement projects have been completed. However, as a condition of the grant funding, the City is required to record a Deed Restriction on the property confirming that the Veterans SportsComplex will continue to be used for eligible public park and recreational purposes consistent with the Measure A Grant Program. Approval and recordation of the Deed Restriction will allow the City to complete the remaining grant requirements, formally close out the two grants, and maintain the City's good standing with RPOSD for consideration of future grant funding opportunities.

II. RECOMMENDATION

TAKE all of the following actions:

1. APPROVE the proposed Deed Restriction; and,
2. AUTHORIZE the City Manager to execute the Deed Restriction, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate, subject to the requirements of applicable law.

IV. BACKGROUND

The City of Carson applied for grant funding through the Los Angeles County Regional Park and Open Space District (RPOSD) Measure A Grant Program to help fund two improvement projects at the Veterans SportsComplex: replacement and installation of gymnasium bleachers and replacement of the main basketball gymnasium floor.

Measure A, formally known as the Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, was approved by Los Angeles County voters on November 8, 2016. The measure provides funding to cities and other eligible agencies for improvements to parks, recreational facilities, open spaces, and related public amenities.

On or about October 17, 2024, the City entered into a Measure A Annual Allocation Agreement with RPOSD (Exhibit 4), referred to in this staff report as the "Grant Agreement." In 2025, RPOSD subsequently authorized the City to proceed with two grants for improvements at the Veterans SportsComplex (Exhibits 2 and 3). Together, the two grants provide $651,500 in Measure A funding for the following improvements:

1. The first grant provides $314,815 to furnish and install new telescoping bleachers. These bleachers can be extended for spectator seating during events and retracted when additional floor space is needed.
2. The second grant provides $336,685 to remove the existing flooring in the main basketball gymnasium and install new athletic-grade hardwood flooring.

As a condition of receiving these Measure A funds, the Grant Agreement requires the Veterans SportsComplex property to continue to be used and maintained for eligible public park and recreational purposes. The Grant Agreement also limits the City's ability to use, sell, transfer, or otherwise dispose of the property in a manner that is inconsistent with the requirements of Measure A, except as otherwise permitted under the Grant Agreement. To formally document this obligation, Article 9 of the Grant Agreement requires the City to record a Deed Restriction against the Veterans SportsComplex property. A deed restriction is a legal document recorded with the property that identifies requirements affecting how the property may be used. In this case, the restriction documents the City's continuing obligation to maintain the property for purposes consistent with Measure A and the terms of the Grant Agreement.

The proposed Deed Restriction is included as Exhibit 1 and was prepared using RPOSD's standard, non-negotiable form. The two Notices to Proceed authorizing the grant-funded projects and the underlying Grant Agreement (Exhibits 2 through 4) will be incorporated into the Deed Restriction as attachments. Once approved by the City Council and executed by the City, the Deed Restriction will be recorded against the Veterans SportsComplex property. Upon recordation, the Measure A requirements will remain attached to the property and will govern its future use and disposition in accordance with the Grant Agreement.

Approval and recordation of the Deed Restriction are required under the City's existing Grant Agreement with RPOSD and are conditions associated with the City's receipt of Measure A funding for the Veterans SportsComplex improvements. The proposed action does not change the City's current recreational use of the Veterans SportsComplex. Rather, it formally documents the City's commitment to continue using the property for eligible public park and recreational purposes consistent with the Measure A program.

Consequently, staff recommends approval of the Deed Restriction because doing so will satisfy the City's obligations under the Grant Agreement, support the City's receipt and use of $651,500 in grant funding for the bleacher and gymnasium floor improvements, and help maintain the City's good standing with RPOSD for potential future Measure A grant opportunities.

V. FISCAL IMPACT

Approval of the proposed Deed Restriction would allow the City to complete the remaining grant requirements, close out the grants, and maintain good standing with RPOSD for potential future grant funding opportunities.

VI. EXHIBITS

1. (Proposed) Deed Restriction
2. Notice to Proceed - VSC Bleachers
3. Notice to Proceed - VSC Floors
4. Grant Agreement
5. VSC Gym-Photos

Attachments

DRAFT Deed Restriction - VSPC Bleachers Gym Floors(2182479.1).pdf

Revised Notice to Proceed - VSC Bleachers.pdf

Notice to Proceed - VSC Gym Floors.pdf

Measure A AA Agreement - City of Carson - A15 - signed.pdf

VSC Gym-Photos.pdf

RECORDING REQUESTED BY

COUNTY OF LOS ANGELES

MAIL TO:

Los Angeles County Regional
Park and Open Space District
1000 S. Fremont Avenue, Unit #40 Building
A-9 East, Ground Floor
Alhambra, CA 91803
Attention: Administration Section

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

Deed Restriction

RECORDING REQUESTED BY:
Los Angeles County Regional Park and Open Space District

WHEN RECORDED MAIL TO:
Los Angeles County Regional Park and Open Space District
1000 S. Fremont Avenue, Unit #40 Building A-9 East, Ground Floor Alhambra, CA 91803
Attn: Administration Section

DEED RESTRICTION

I. WHEREAS, The City of Carson [hereinafter referred to as "Owner(s)"] is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, The City of Carson (hereinafter referred to as "Grantee"); and

III. WHEREAS, the Los Angeles County Regional Park and Open Space District (hereinafter referred to as the "District") is a public agency created and existing under the authority of Section 5506.9 et seq of the California Public Resources Code (hereinafter referred to as the "PRC"); and

IV. WHEREAS, Owner(s) (or Grantee) applied to the District for grant funds available pursuant to the Measure A Grant Program for the Veterans SportsComplex - Bleachers Replacement/Installation and the Veterans SportsComplex – Gym Floor Replacement; and

V. WHEREAS, on October 17, 2024, the District conditionally approved NTP No./Grant No. A1525001 (hereinafter referred to as "Grant") for furnishing and installing telescoping bleachers and NTP No./Grant No. A1526001 (hereinafter referred to as "Grant") for removal of existing main basketball gym flooring and the installation of new athletic-grade hardwood flooring on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the District's Grant Program, Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A), and the funds that are the subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s) to receive the Grant funds and perform the work described in the grant.

NOW, THEREFORE, in consideration of the award of the Grant funds by the District, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns and successors-in-interest, hereby irrevocably covenant(s) with the District that the condition of the Grant (set forth at paragraphs 1 through 5 and in Exhibit B hereto) shall

at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions, and restrictions on the use and enjoyment of the Property that are here by attached to the deed of the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest in perpetuity.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, Section 8 of the California Constitution and b) Section 402(i) of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. The District or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. The District may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of the District to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: Click or tap here to enter the date

Signed: _____

David C. Roberts Jr., City Manager
PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny Soltani, City Attorney

NOTARY ACKNOWLEDGEMENT

Exhibit "A" To Deed Restriction

Legal Description of the Property

That certain real property located in City of Carson, County of Los Angeles, State of California, legally described as:

PARCEL A:

THE WEST 39 FEET OF THE EAST 94 FEET OF THE SOUTH 90 FEET OF THE NORTH 125 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-916

PARCEL B:

THE SOUTH 53 FEET OF THE NORTH 182 FEET OF THE WEST 115 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-912

PARCEL C:

THE WEST 39 FEET OF THE EST 133 FEET OF LOT 74 OF TRACT 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF LOS ANGELES RECORDED ON JULY 14, 1965 AS INSTRUMENT NO. 2923, OFFICIAL RECORDS.

PARCEL D:

THE SOUTH 70 FEET OF THE WESTERLY 254 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-903 (PORTION)

PARCEL E:

THE NORTH 76.00 FEET OF THE WEST 115.00 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY REIMER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTH 35.00 FEET OF SAID LAND.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID LOT WITH THE SOUTHERLY LINE OF SAID NORTH 76.00 FEET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE, 5.00 FEET TO THE EASTERLY LINE OF THE WEST 5.00 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 24.00 FEET TO A POINT DISTANT SOUTHERLY THEREON 17.00 FEET FROM THE SOUTHERLY LINE OF THE NORTH 35.00 FEET OF SAID LOT; THENCE NORTHEASTERLY IN A DIRECT LINE 23.97 FEET TO A POINT IN SAID LAST MENTIONED SOUTHERLY LINE, DISTANT EASTERLY THEREON 17.00 FEET FROM SAID EASTERLY LINE;

Continued on next page

THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTHERLY LINE TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

APN: 7341-013-903 (PORTION)

PARCEL F:

THE EAST 59.00 FEET OF THE WEST 174.00 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 70.00 FEET OF SAID LAND.

ALSO EXCEPT THEREFROM THE NORTH 35.00 FEET OF SAID LAND.

APN: 7341-013-903(PORTION)

PARCEL G:

THE SOUTHERLY 53 FEET OF THE NORTHERLY 129 FEET OF THE WEST 115 FEET OF LOT 74 OF TRACT NO. 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-911

PARCEL H:

THE EASTERLY 30 FEET OF THE WESTERLY 254 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 70 FEET THEREOF.

ALSO EXCEPT THEREFROM THE NORTHERLY 35 FEET AS CONDEMNED BY FINAL ORDER OF CONDEMNATION SUPERIOR COURT, LOS ANGELES COUNTY, CASE NO. 854900, RECORDED NOVEMBER 2, 1966 IN BOOK D-3472 PAGE 347, OFFICIAL RECORDS.

APN: 7341-013-910

PARCEL I"

THE EASTERLY 172 FEET OF LOT 74 OF TRACT NO. 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 125 FEET THEREOF.

ALSO EXCEPT THE EASTERLY 133 FEET THEREOF.

APN: 7341-013-907

PARCEL J:

Continued on next page

THE WESTERLY 39 FEET OF THE EASTERLY 172 FEET OF THE NORTHERLY 126 FEET OF LOT 74, TRACT NO. 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-906

PARCEL K:

THE EASTERLY 254 FEET OF LOT 74 OF TRACT 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WESTERLY 43 FEET OF SAID LAND.

ALSO EXCEPT THE EASTERLY 172 FEET OF SAID LAND.

AND ALSO EXCEPT THE NORTHERLY 125 FEET OF SAID LAND.

APN: 7341-013-908

PARCEL L:

THE WEST 39 FEET OF THE NORTH 125 FEET OF THE EAST 211 FEET OF LOT 74 OF TRACT 3612, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF LOS ANGELES RECORDED ON JULY 14, 1965 AS INSTRUMENT NO. 2922, OFFICIAL RECORDS.

APN: 7341-013-903

PARCEL M:

THE WEST 43 FEET OF THE NORTH 125 FEET OF THE EAST 254 FEET OF LOT 74, OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 35.00 FEET OF SAID LAND.

APN: 7341-013-902

PARCEL N:

THE WEST 43 FEET OF THE EAST 254 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 125 FEET THEREOF.

APN: 7341-013-901

PARCEL O:

Continued on next page

THE EAST 75 FEET OF THE WEST 381 FEET OF LOT 74, OF TRACT 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTHERLY 35 FEET THEREOF, CONVEYED TO THE COUNTY OF LOS ANGELES, BY DEED RECORDED JUNE 24, 1965 IN BOOK D-2952, PAGE 890, OFFICIAL RECORDS.

APN: 7341-013-900

PARCEL P:

THE EAST 52 FEET OF THE WEST 306 FEET OF LOT 74 OF TRACT NO. 3612, AS PER MAP RECORDED IN BOOK 40, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 35 FEET THEREOF AS CONVEYED TO THE COUNTY OF LOS ANGELES RECORDED ON AUGUST 11, 1965 AS INSTRUMENT NO. 3179.

APN: 7341-013-909

PARCEL Q:

THE EAST 55 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 35 FEET THEREOF AS CONVEYED TO THE COUNTY OF LOS ANGELES RECORDED AUGUST 17, 1966 AS INSTRUMENT NO. 2540, OFFICIAL RECORDS.

APN: 7341-013-914

PARCEL R:

THE WEST 39 FEET OF THE EAST 94 FEET OF THE SOUTH 180 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-915

PARCEL S:

THE WEST 115 FEET OF LOT 74 OF TRACT NO. 3612, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTHERLY 182 FEET THEREOF.

APN: 7341-013-917

PARCEL T:

STARTING AT A POINT 99 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 83 OF TRACT NO. 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHERLY

Continued on next page

ALONG THE EASTERLY LINE OF FIGUEROA STREET 99 FEET TO A POINT; THENCE EASTERLY PARALLELING THE SOUTH LINE OF SAID LOT A DISTANCE OF 635 FEET TO A POINT; THENCE SOUTHERLY 99 FEET ALONG THE EAST SIDE OF SAID LOT TO A POINT; THENCE WESTERLY PARALLELING THE SOUTH LINE OF SAID LOT A DISTANCE OF 635 FEET TO THE POINT OF BEGINNING.

APN: 7341-013-924, 7341-013-925 AND 7341-013-926

PARCEL U:

THE NORTH 132 FEET OF LOT 83 OF TRACT 3612, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 7341-013-921, 7341-013-922 AND 7341-013-923

PARCEL V:

LOT 81 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF KINARD AVENUE AS VACATED BY RESOLUTION NO. 91-047 RECORDED ON JULY 10, 1991 AS INSTRUMENT NO. 91-1051713 AND ON JUNE 11, 1991 AS INSTRUMENT NO. 91-872571 THAT WOULD PASS THROUGH LEGAL CONVEYANCE OF SAID LAND.

APN: 7341-013-919, 7341-013-920 AND 7341-013-927

Exhibit “B” To Deed Restriction

NTP/Grant Agreement

LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT

BOARD OF DIRECTORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

Director
NORMA E. GARCÍA-GONZÁLEZ

District Administrator
CHRISTINA ANGELES, ESQ.

Assistant District Administrator
MARK GLASSOCK

Date: 08/29/2025

City of Carson
701 East Carson Street
Carson CA 90745

REVISED NOTICE TO PROCEED

VETERANS SPORTSCOMPLEX BLEACHER REPLACEMENT
MASTER AGREEMENT NO. A15
NTP NO. A1525001
STUDY AREA NO. 161

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. A15, dated October 17, 2024 ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated December 12, 2024, for the project described as the Veterans SportsComplex Bleacher Replacement ("Project").

1. Scope of Work

   Furnish and install Telescoping Bleachers.

2. NTP Performance Period

   Start Date: 12/24/2024

   End Date: 2/28/2026

   Grantee must submit all claims and required documentation to RPOSD that shall be no later than 12 months following the Performance Period end date.

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is $314,815.00 including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.

   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.

   c. Ensure NTP NO. A1525001 appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. Work authorized pursuant to this NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

Mark Glassock (Aug 29, 2025 13:06:13 PDT)

RPOSD Representative Signature

Mark Glassock

RPOSD Representative (Name)

Assistant District Administrator

RPOSD Representative (Title)

Date: 08/29/2025

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Application

09522 - Annual Allocation Work Plan - Final Application

10696 - Veterans SportsComplex - Bleachers Replacement/Installation
Measure A

Status:	Awarded	**Submitted Date:**	12/12/2024 5:15 PM	**Submitted By:**	Tim Grierson

Grants Officer Assigned: Martha Lopez

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Salutation	Tim First Name	Middle Name	Grierson Last Name
Title	Recreation Superintendent			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Primary Contact			
Department Name*	Community Services - Recreation			

Authorized Official

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Mr. Salutation	David First Name	Middle Name	Roberts Last Name
Title	City Manager			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Authorized Signer			
Department Name*	City Managers Office			

Organization Information

Agency/Organization Name*	City of Carson - Carson	161 Study Area Number	CARS M&S Code

Agency/Organization Type

What is your Agency/Organization Type?*	Public Agency

Agency/Organization Contact Information

Agency/Organization Website	www.carsonca.gov	
Agency/Organization Phone*	310-830-7600	1125 Ext.

Physical Address
All paper-based grant-related correspondence will be mailed to this address, unless a different address is provided below.

Agency/Organization Physical Address*	701 E. Carson Street

*	Carson City	California State/Province	90745 Postal Code/Zip

Is this the same as the Mailing Address?* Yes

Mailing Address
Skip this if Mailing Address is the same above.

Mailing Address

	California State/Province	
City		Postal Code/Zip

Agency/Organization Financial Information

Tax ID* 952513547

List the ROLES/TITLES of the individuals identified as Authorized and Designated signers per your agency's adopted resolution or proof of jurisdiction support.*

David Roberts - City Manager
Tim Grierson - CS Recreation Superintendent
Luchie Magante - CS Principal Administrative Analyst
Garrett Roberts - PW Principal Administrative Analyst

Grants Officer Assigned

Grants Officer Martha Lopez

Supervisorial District(s)

Old SD 2

New SD 2

Good Standing Status Issues, if any:

RPOSD VIEW ONLY

Good Standing Status Comments

Project Description

Grant Project Title* Veterans SportsComplex Bleacher Replacement
50-character limit. Please note that characters include spaces and punctuation.

2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.

Scope of Work* Furnish and install Telescoping Bleachers.

750-character limit. Please note that characters include spaces and punctuation.

Project Type* Development
Choose your project type

Project Location Information

Location Name* Veterans SportsComplex
i.e. park name, open space name, etc. Must enter a name. Actual or potential

Physical Location 22400 Moneta Ave., Carson, CA 90745
e.g. 1000 S. Fremont Ave, Alhambra, CA 91803. If no physical address, input Latitude and Longitude

AIN FOR ACQUISITION ONLY

Assessor's Identification Number (AIN) For assistance in finding the AIN number please visit the Los Angeles County Assessor Portal.

Are additional locations part of this project?

Land Access/Tenure

*Please note that if the answer is **Yes** the applicant must provide proof in supporting documents section below. If the answer is **NO** the applicant must provide written consent or other documentation to develop project. Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.*

Is your agency the landowner of the proposed project location(s)?	Yes
Will your agency be responsible for the long term grant obligations?	Yes
If your Agency will not be responsible for the long-term grant obligations, please explain. Note: An Assignment and Assumption of Grant Agreement (AAGA) will be required.	
Who is the landowner?	
Landowner Contact's name and email	

Reporting Requirements

Supervisorial District*	2

Park ID Required for Existing Facilities

Park ID*	6249 CPAD Unit ID. If no CPAD Unit ID, write 'N/A'
Study Area*	Carson - 161
Level of Need*	High

Soft Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount

Hard Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
Materials	02/28/2026	Measure A Annual Allocation	Carson - 161	$257,915.00
Labor	02/28/2026	Measure A Annual Allocation	Carson - 161	$56,900.00

Other Funding Narrative

Please explain other funds to support this project. 750-character limit.

Total Costs

Total RPOSD Soft Costs	$0.00
RPOSD Soft Costs Percentage	0
Total RPOSD Hard Costs	$314,815.00
RPOSD Hard Costs Percentage	100.0
Total RPOSD Amount	$314,815.00

Exception to the Rule

Based on the Exception to the Rule, does this project require Community Outreach and Engagement?*	No If the answer is **yes**, the remainder of the form MUST be completed.

Community Outreach and Engagement Requirements

What is the total project budget (including outside funding sources)?*	$50,000.00 - $1,000,000.00
Did your organization plan/complete Information Sharing and Participatory Engagement? *	No
If not, please explain	This project is replacing the Veterans SportComplex's main basketball gym's old bleachers with new bleachers. 500-character limit. Please note that characters include spaces and punctuation.

Language Access Requirements

Our agency has a TIER 1 Requirement	
Our agency has a TIER 2 Requirement	
Our agency has a TIER 3 Requirement	

Community Outreach and Engagement - COMPLETED

Has Community Outreach and Engagement been conducted for this project?	No

Community Outreach and Engagement - PLAN

Date of Engagement	
Time of Day	
Engagement Type	
Outreach Type	
Location	
Before or After Project Start	
Description of Outreach	1000-character limit. Please note that characters include spaces and punctuation. Briefly describe your Information Sharing or Participatory Engagement efforts.
Is there additional Community Outreach and Engagement planned?	No

Annual Allocation (AA) Work Plan

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
Quote for Labor	11/08/2024	Veterans SportsComplex - HEI Bleachers Labor Quote.pdf			
Quote for Materials	11/08/2024	Veterans SportsComplex - HEI Bleacher Materials Quote.pdf			
Funding Acknowledgement Plan - Signage	12/12/2024	Signage Mockup.pdf			
Design Photos	12/11/2024	Design Photos - VSPC Bleachers.pdf			
Photos of Current/Old Bleachers	12/12/2024	VSPC Current Bleachers_as of 12-12-2024.pdf			
Grant Deed - Veterans Park	12/11/2024	Grant Deed - Veterans SportsComplex.pdf			
Grant Boundary Map - VSPC Bleachers	12/12/2024	Grant Boundary Map - VSPC Bleachers.pdf			

Notice to Proceed

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Implementation

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Closeout Requirements

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Revised NTP A1525001 Carson

Final Audit Report 2025-08-29

Created:	2025-08-29
By:	Agie Jordan Iii (ajordan@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxFR4iTNFLvesb77FwkpKrVsrP6HoOHTZ

"Revised NTP A1525001 Carson" History

Document created by Agie Jordan Iii (ajordan@rposd.lacounty.gov)
2025-08-29 - 6:03:27 PM GMT- IP address: 209.160.244.112

Document emailed to Mark Glassock (MGlassock@rposd.lacounty.gov) for signature
2025-08-29 - 6:04:34 PM GMT

Email viewed by Mark Glassock (MGlassock@rposd.lacounty.gov)
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Document e-signed by Mark Glassock (MGlassock@rposd.lacounty.gov)
Signature Date: 2025-08-29 - 8:06:13 PM GMT - Time Source: server- IP address: 173.196.252.164

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LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT

BOARD OF DIRECTORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

Director
NORMA E. GARCÍA-GONZÁLEZ

District Administrator
CHRISTINA ANGELES, ESQ.

Assistant District Administrator
MARK GLASSOCK

Date: 07/18/2025

City of Carson
701 East Carson Street
Carson CA 90745

NOTICE TO PROCEED

VETERANS SPORTSCOMPLEX GYM FLOOR REPLACEMENT
MASTER AGREEMENT NO. A15
NTP NO. A1526001
STUDY AREA NO. 161

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. A15, dated October 17, 2024 ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated July 16, 2025, for the project described as the Veterans SportsComplex Gym Floor Replacement ("Project").

1. Scope of Work

   Removal of existing main basketball gym flooring and the installation of new athletic-grade hardwood flooring.

2. NTP Performance Period

   Start Date: 07/18/2025

   End Date: 2/28/2026

   Grantee must submit all claims and required documentation to RPOSD that shall be no later than 12 months following the Performance Period end date.

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is $336,685.00 including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.

   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.

   c. Ensure NTP NO. A1526001 appears on invoices submitted to RPOSD for purposes of reimbursement.

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. Work authorized pursuant to this NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

Mark Glassock (Jul 18, 2025 09:37 PDT)

RPOSD Representative Signature

Mark Glassock

RPOSD Representative (Name)

Assistant District Administrator

RPOSD Representative (Title)

Date: 07/18/2025

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

Application

09522 - Annual Allocation Work Plan - Final Application

11836 - Veterans SportsComplex Gym Floor Replacement
Measure A

Status:	Awarded	**Submitted Date:**	07/16/2025 3:08 PM	**Submitted By:**	Tim Grierson

Grants Officer Assigned: Martha Lopez

Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Salutation	Tim First Name	Middle Name	Grierson Last Name
Title	Recreation Superintendent			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Primary Contact			
Department Name*	Community Services - Recreation			

Authorized Official

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Salutation	Mr. Salutation	David First Name	Middle Name	Roberts Last Name
Title	City Manager			
What is your role in managing grants with RPOSD? (primary contact, authorized or designated signer, accounting manager, etc.)	Authorized Signer			
Department Name*	City Managers Office			

Organization Information

Agency/Organization Name*	City of Carson - Carson	161 Study Area Number	CARS M&S Code

Agency/Organization Type

What is your Agency/Organization Type?*	Public Agency

Agency/Organization Contact Information

Agency/Organization Website	www.carsonca.gov	
Agency/Organization Phone*	310-830-7600	1125 Ext.

Physical Address
All paper-based grant-related correspondence will be mailed to this address, unless a different address is provided below.

Agency/Organization Physical Address*	701 E. Carson Street

*	Carson City	California State/Province	90745 Postal Code/Zip

Is this the same as the Mailing Address?* Yes

Mailing Address
Skip this if Mailing Address is the same above.

Mailing Address

City	California State/Province	Postal Code/Zip

Agency/Organization Financial Information

Tax ID* 952513547

List the ROLES/TITLES of the individuals identified as Authorized and Designated signers per your agency's adopted resolution or proof of jurisdiction support.*

David Roberts - City Manager
Tim Grierson - CS Recreation Superintendent
Luchie Magante - CS Principal Administrative Analyst
Garrett Roberts - PW Principal Administrative Analyst

Grants Officer Assigned

Grants Officer Martha Lopez

Supervisorial District(s)

Old SD 2

New SD 2

Good Standing Status Issues, if any:

RPOSD VIEW ONLY

Good Standing Status Comments

Project Description

Grant Project Title* Veterans SportsComplex Gym Floor Replacement
50-character limit. Please note that characters include spaces and punctuation.

2 to 3 sentences summarizing the proposed project. The sentences should be concise and allow for a clear understanding of the proposed project.

Scope of Work* Removal of existing main basketball gym flooring and the installation of new athletic-grade hardwood flooring.

750-character limit. Please note that characters include spaces and punctuation.

Project Type* Development
Choose your project type

Project Location Information

Location Name* Veterans SportsComplex
i.e. park name, open space name, etc. Must enter a name. Actual or potential

Physical Location 22400 Moneta Ave., Carson, CA 90745
e.g. 1000 S. Fremont Ave, Alhambra, CA 91803. If no physical address, input Latitude and Longitude

AIN FOR ACQUISITION ONLY

Assessor's Identification Number (AIN)

For assistance in finding the AIN number please visit the Los Angeles County Assessor Portal.

Are additional locations part of this project?

Land Access/Tenure

*Please note that if the answer is **Yes** the applicant must provide proof in supporting documents section below. If the answer is **NO** the applicant must provide written consent or other documentation to develop project. Examples of documentation include, but are not limited to, lease agreement, Memorandum of Understanding (MOU) or other documentation from the landowner agreeing to the proposed project.*

Is your agency the landowner of the proposed project location(s)?	Yes
Will your agency be responsible for the long term grant obligations?	Yes
If your Agency will not be responsible for the long-term grant obligations, please explain. Note: An Assignment and Assumption of Grant Agreement (AAGA) will be required.	
Who is the landowner?	
Landowner Contact's name and email	

Reporting Requirements

Supervisorial District*	2

Park ID Required for Existing Facilities

Park ID*	6249 CPAD Unit ID. If no CPAD Unit ID, write 'N/A'
Study Area*	Carson - 161
Level of Need*	High

Soft Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount

Hard Costs - RPOSD Funding

Deliverables	Completion Date	Funding Source	Study Area	RPOSD Funding Amount
Materials	02/28/2026	Measure A Annual Allocation	Carson - 161	$164,765.00
Labor	02/28/2026	Measure A Annual Allocation	Carson - 161	$171,920.00

Other Funding Narrative

Please explain other funds to support this project. 750-character limit.	

Total Costs

Total RPOSD Soft Costs	$0.00
RPOSD Soft Costs Percentage	0
Total RPOSD Hard Costs	$336,685.00
RPOSD Hard Costs Percentage	100.0
Total RPOSD Amount	$336,685.00

Exception to the Rule

Based on the Exception to the Rule, does this project require Community Outreach and Engagement?*	No If the answer is **yes**, the remainder of the form MUST be completed.

Community Outreach and Engagement Requirements

What is the total project budget (including outside funding sources)?*	$50,000.00 - $1,000,000.00
Did your organization plan/complete Information Sharing and Participatory Engagement? *	No
If not, please explain	This project is replacing the Veterans SportComplex's main basketball gym's floors with new floors. 500-character limit. Please note that characters include spaces and punctuation.

Language Access Requirements

Our agency has a TIER 1 Requirement	
Our agency has a TIER 2 Requirement	
Our agency has a TIER 3 Requirement	

Community Outreach and Engagement - COMPLETED

Has Community Outreach and Engagement been conducted for this project?	No

Community Outreach and Engagement - PLAN

Date of Engagement	
Time of Day	
Engagement Type	
Outreach Type	
Location	
Before or After Project Start	
Description of Outreach	1000-character limit. Please note that characters include spaces and punctuation. Briefly describe your Information Sharing or Participatory Engagement efforts.
Is there additional Community Outreach and Engagement planned?	No

Annual Allocation (AA) Work Plan

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments
Quote for Labor	07/03/2025	Quote - Labor.pdf	Labor	Yes	
Quote for Materials	07/15/2025	Quote - Materials.pdf	Materials	Yes	
Funding Acknowledgement Plan - Signage	07/16/2025	Signage Mockup.pdf	Funding Acknowledgement Signs	Yes	
Photos of Current/Old Floors	07/16/2025	Photos of Current Gym Floors.pdf	Current State of the Floors	Yes	
Grant Deed - Veterans Park	07/16/2025	Grant Deed - Veterans SportsComplex.pdf	Deed	Yes	
Grant Boundary Map - VSPC Gym Floors	07/16/2025	Grant Boundary Map - VSPC Gym Floors.pdf	Grant Boundary Map	Yes	
confirmation of parcel listed on deed	07/16/2025	City of Carson_ WebGrants - Application - 11836 map.pdf		Yes	

Notice to Proceed

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Implementation

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

Closeout Requirements

Description	Date of Document	Attachment	Comments	Approved by RPOSD?	RPOSD Comments

NTP A1526001 City of Carson

Final Audit Report 2025-07-18

Created:	2025-07-17
By:	Agie Jordan Iii (ajordan@rposd.lacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbx0eA-i4w5jQUarxunXuiqwjcwxEgAyu

"NTP A1526001 City of Carson" History

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Signature Date: 2025-07-18 - 4:37:41 PM GMT - Time Source: server- IP address: 170.85.55.7

Agreement completed.
2025-07-18 - 4:37:41 PM GMT

Adobe Acrobat Sign

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of Carson
701 East Carson Street
Carson, CA 90745

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of Carson ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.

B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.

C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.

D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.

E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.

F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.

G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees ("Effective Date") and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The email or electronic signature of the parties shall be deemed to

constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:

    1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.

    2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.

D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of the final claim;

3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

(A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.

B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.

B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters

related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.

B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under

the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.

C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.

D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.

E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to reimbursement of funds:

    a. Withdrawal of an approved NTP;

2. After payment (partial or full) of a specific project approved through an NTP:

    a. Seek specific performance of Grantee's obligations under this Agreement;

    b. Receive reimbursement of grant funds awarded under the NTP.

B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;

2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;

3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;

4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;

5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;

6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.

D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

CITY OF CARSON

By: LULA DAVIS HOLMES
Signature of Authorized Representative

Name: Lula Davis Holmes

Title: Mayor

Date: 9/19/24

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:

By: Mark Glasock (Oct 17, 2024 06:47 PDT)
Director / Administrator

Date: Oct 17, 2024

Agreement No. A15

Measure A AA Agreement - City of Carson - A15

Final Audit Report 2024-10-17

Created:	2024-10-17
By:	Martha Lopez (mlopez@rposd.lacounty.gov)
Status:	Signed
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"Measure A AA Agreement - City of Carson - A15" History

Document created by Martha Lopez (mlopez@rposd.lacounty.gov)
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Document e-signed by Mark Glassock (MGlassock@rposd.lacounty.gov)
Signature Date: 2024-10-17 - 1:47:47 PM GMT - Time Source: server- IP address: 173.196.252.165

Agreement completed.
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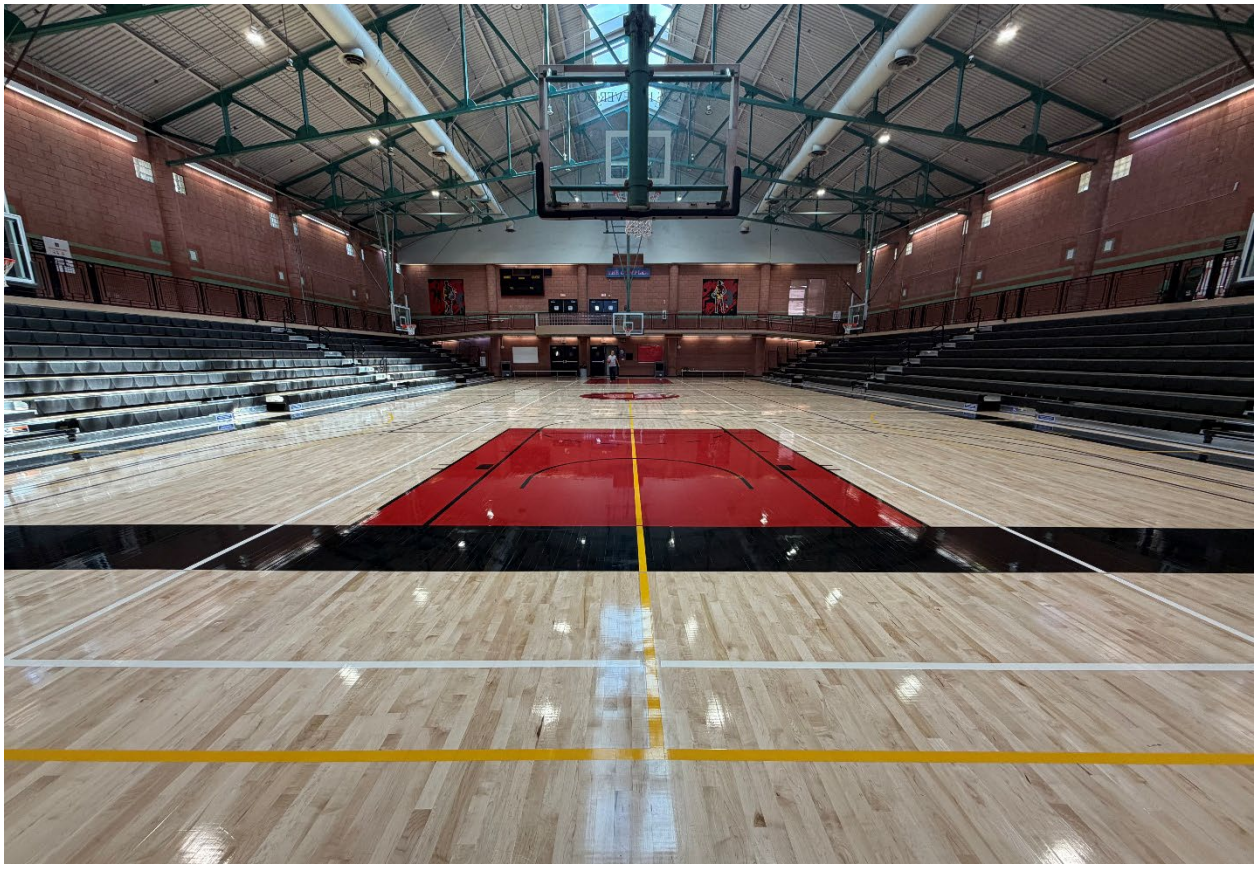
Adobe Acrobat Sign



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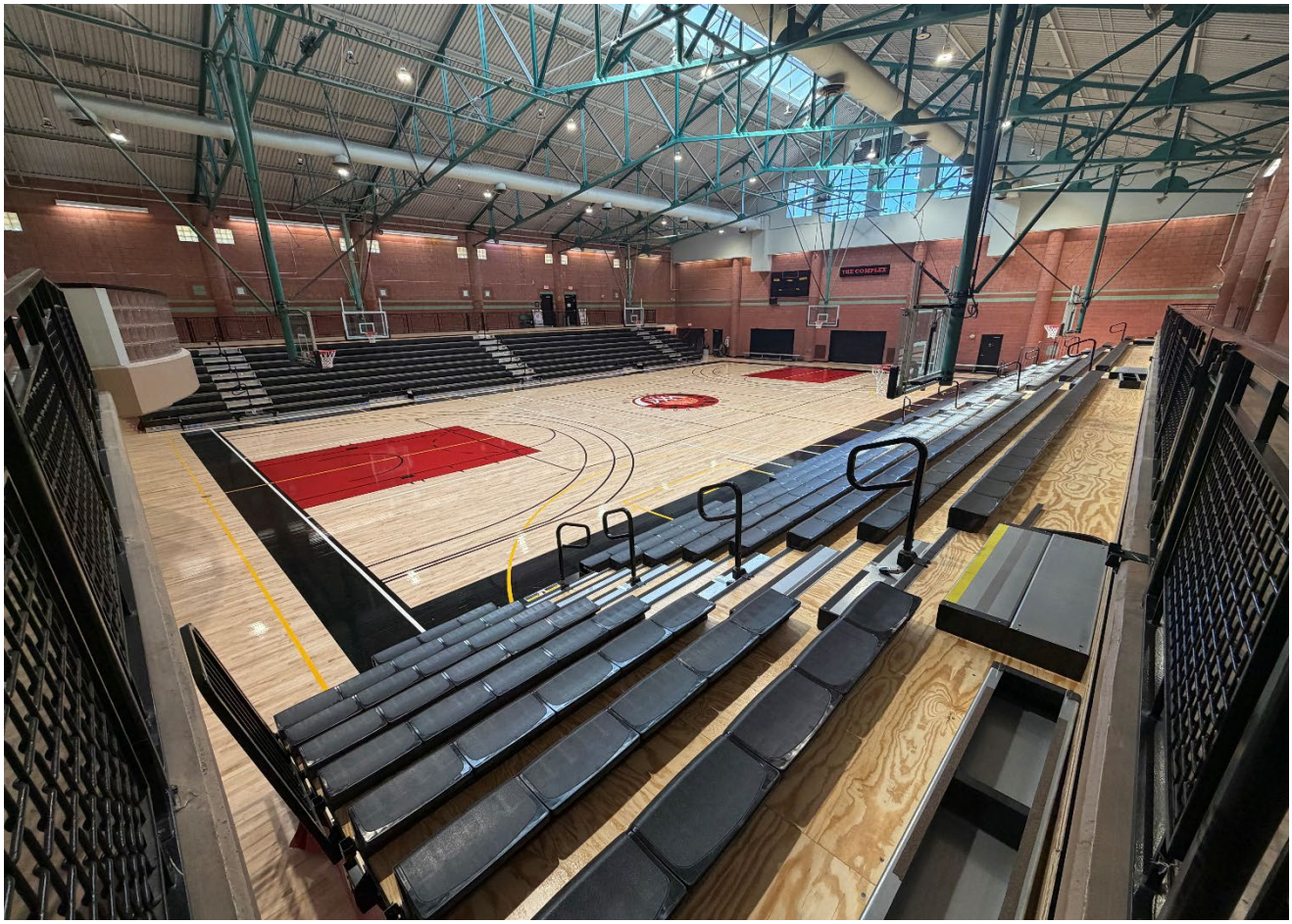
THE COMPLEX

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 17.

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 CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 1 AND 2, AND CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE CONTRACT SERVICES AGREEMENT WITH CJ CONCRETE CONSTRUCTION, INC. FOR ANNUAL SIDEWALK AND CONCRETE MAINTENANCE SERVICES IN DISTRICTS 3 AND 4 (CITY COUNCIL)

I. SUMMARY

The Public Works Department administers the City's sidewalk, curb, and gutter maintenance program, which is intended to maintain safe and accessible conditions within the public right-of-way throughout Carson. The program includes the inspection, maintenance, and repair of public sidewalks, curb and gutter, driveway aprons, and Americans with Disabilities Act (ADA) curb ramps, which provide accessible transitions between sidewalks and streets for individuals using wheelchairs or other mobility devices. Maintaining these improvements helps reduce pedestrian hazards, preserve public infrastructure, and support accessible paths of travel throughout the community.

Because the volume of needed concrete repairs exceeds the capacity of the City's in-house maintenance crews, the City supplements its workforce with qualified concrete contractors. This additional capacity allows Public Works to address sidewalk and concrete repairs more efficiently and proactively while City crews continue performing their regular maintenance responsibilities. On January 23, 2024, the City Council awarded two contracts to CJ Concrete Construction, Inc. for ongoing sidewalk and concrete maintenance services. One agreement serves Council Districts 1 and 2, and the second serves Council Districts 3 and 4. Each agreement was originally approved for an amount not to exceed $606,100, with an initial two-year term and two optional one-year extensions. On December 2, 2025, the City Council approved Amendment No. 1 to both agreements, exercising the first optional one-year extension. Amendment No. 1 increased each agreement by $200,000, resulting in a revised amount not to exceed $806,100 per agreement, and extended both agreements through January 30, 2027.

Staff is now recommending that the City exercise the second and final one-year extension available under both agreements. The proposed Amendment No. 2 would extend each agreement through January 30, 2028, and provide an additional $303,050 in contract capacity per agreement. If approved, the total authorized amount for each agreement would increase from $806,100 to an amount not to exceed $1,109,150, providing a combined additional contract capacity of $606,100 for sidewalk and related concrete repairs throughout all four Council districts. Approval of the proposed amendments will allow the City to continue addressing damaged and uneven sidewalks, curb and gutter deficiencies, accessibility improvements, and other concrete maintenance needs throughout the community. This work will help reduce tripping and accessibility hazards, improve pedestrian safety, maintain the City's public infrastructure, and support neighborhood appearance and beautification efforts throughout Carson.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 2 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. for annual sidewalk and concrete maintenance services in Council Districts 1 and 2, increasing the contract amount by $303,050, for a revised total contract amount not to exceed $1,109,150, and extending the agreement through January 30, 2028;
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 for Council Districts 1 and 2, subject to approval as to form by the City Attorney;
3. APPROVE the proposed Amendment No. 2 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. for annual sidewalk and concrete maintenance services in Council Districts 3 and 4, increasing the contract amount by $303,050, for a revised total contract amount not to exceed $1,109,150, and extending the agreement through January 30, 2028; and,
4. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 for Council Districts 3 and 4, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 2 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. for sidewalk and concrete maintenance services in Council Districts 1 and 2.
2. DO NOT APPROVE the proposed Amendment No. 2 to the Maintenance Contract Services Agreement with CJ Concrete Construction, Inc. for sidewalk and concrete maintenance services in Council Districts 3 and 4.
3. TAKE any other action the City Council deems appropriate, consistent with the requirements of applicable law.

IV. BACKGROUND

The Public Works Department is responsible for maintaining more than 200 centerline miles of City streets, along with associated public infrastructure such as sidewalks and parkways. Maintaining sidewalks in a safe and accessible condition is an important part of the City's responsibility for its public right-of-way and helps provide safe routes for pedestrians throughout the community. Like other public infrastructure, sidewalks deteriorate over time due to age, tree roots, soil movement, weather, and other conditions. These conditions can cause concrete sidewalk panels to crack, lift, settle, or otherwise become uneven, creating potential tripping hazards and accessibility concerns. The City must also maintain accessible pedestrian routes consistent with the Americans with Disabilities Act (ADA) and other applicable accessibility requirements.

The volume of sidewalk repairs needed throughout Carson exceeds what the City's in-house maintenance crews can reasonably address on their own. To supplement City staff and accelerate repairs, the City utilizes qualified concrete contractors to remove and replace damaged sidewalk and complete other related concrete improvements. This approach allows the City to address a greater number of locations while maintaining its regular Public Works operations.

EXISTING CJ CONCRETE AGREEMENTS

To obtain these services through a competitive bidding process, the City issued two Invitations for Bids in 2023: IFB No. 23-24 for Council Districts 1 and 2 and IFB No. 23-24B for Council Districts 3 and 4. Both solicitations were publicly advertised through the City's PlanetBids procurement system from November 10 through December 7, 2023. Following completion of the competitive bidding process, the City Council awarded separate agreements to CJ Concrete Construction, Inc. on January 23, 2024. One agreement provides services within Council Districts 1 and 2, while the second provides services within Council Districts 3 and 4. Each agreement was originally approved for an amount not to exceed $606,100, with an initial two-year term and two optional one-year extensions. On December 2, 2025, the City Council approved Amendment No. 1 to both agreements, exercising the first optional one-year extension and increasing the available funding for continued sidewalk repairs. Each agreement was increased by $200,000, from $606,100 to $806,100, and extended through January 30, 2027. These agreements have provided the City with additional capacity to address sidewalk repairs throughout all four Council districts while supplementing the work performed by City maintenance crews.

PROPOSED AMENDMENT NO. 2

The City continues to have an ongoing need for sidewalk and related concrete repairs. Staff therefore recommends exercising the second and final one-year extension available under each agreement. This will allow the City to continue addressing identified sidewalk hazards and accessibility needs without interruption while utilizing the contractor and pricing structure established through the City's competitive bidding process. For the agreement serving Council Districts 1 and 2, proposed Amendment No. 2 would increase the authorized contract amount by $303,050, from $806,100 to a revised total amount not to exceed $1,109,150, and extend the agreement for one final year, through January 30, 2028. Similarly, for the agreement serving Council Districts 3 and 4, proposed Amendment No. 2 would increase the authorized contract amount by $303,050, from $806,100 to a revised total amount not to exceed $1,109,150, and extend the agreement through January 30, 2028. Combined, the proposed amendments would provide an additional $606,100 in contract capacity for sidewalk and related concrete repairs throughout the City during the final extension period.

Consequently, staff recommends approval of the proposed Amendment No. 2 to both agreements with CJ Concrete Construction, Inc. Exercising the final contract extensions will allow the City to maintain continuity in its sidewalk repair program, supplement the capacity of City maintenance crews, and continue addressing damaged or uneven sidewalks throughout all four Council districts.

V. FISCAL IMPACT

Approval of the proposed Amendment No. 2 to both CJ Concrete Construction, Inc. agreements would provide a combined $606,100 in additional contract capacity, consisting of $303,050 for Council Districts 1 and 2 and $303,050 for Council Districts 3 and 4. For Fiscal Year 2026-27, staff anticipates utilizing $100,000 under each agreement, for a combined total of $200,000. This funding is already included in the adopted FY 2026-27 Public Works Operating Budget within the Sidewalk Maintenance - Professional Services Account No. 101-80-840-294-6004. Accordingly, no additional General Fund appropriation is required as part of this action for FY 2026-27. The remaining $406,100, consisting of $203,050 under each agreement, is anticipated to be programmed as part of the City's FY 2027-28 annual budget process. If additional funding becomes available within the Public Works operating budget during the current fiscal year, staff may utilize a portion of the remaining contract capacity earlier, subject to available appropriations and applicable City budget requirements. The proposed amendments establish the maximum amount that may be spent under each agreement; they do not require the City to expend the full authorized amount unless sufficient funding is budgeted and the sidewalk repair services are needed.

VI. EXHIBITS

1. Original CJ Concrete Contract for Districts 1 and 2
2. Original CJ Concrete Contract for Districts 3 and 4
3. Proposed CJ Concrete Amendment No. 2 for Districts 1 and 2
4. Proposed CJ Concrete Amendment No. 2 for Districts 3 and 4

Attachments

Exhibit 1. Original CJ Concrete Contract for Districts 1 and 2

Exhibit 2. Original CJ Concrete Contract for Districts 3 and 4

Exhibit 3. (CJ Concrete) D1D2 Amendment 2

Exhibit 4. (CJ Concrete) D3D4 Amendment 2

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

C J CONCRETE CONSTRUCTION, INC.

(DISTRICT 1 & DISTRICT 2)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 31 day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and C J CONCRETE CONSTRUCTION, 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.

Consultant shall perform all of the services and comply with all of the specifications and requirements in the Bid Documents as they pertain to **District 1 and District 2** for the project entitled **IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 1 & District 2** ("Project"). All such work shall include but not be limited to, removal and replacement of sidewalks, removal and replacement of curb and gutter, removal and replacement of thick concrete driveway apron, and traffic control, and 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 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Consultant, Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)** (the "Contract Sum") for completion of the Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of **Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00)** for each Extension Term.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention for any construction work; (iii) payment for time and materials based upon the

Consultant's rates as specified in any 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 any applicable 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 using the form attached hereto as Exhibit "D" and incorporated herein by this reference. 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 "C" 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 "C").

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:

John C. Sarno	President/Chief Executive Officer
(Name)	(Title)

John Sarno
(Name) (Title)

John Sarno
(Name) (Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant 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. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant 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. Consultant 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. Consultant 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. Consultant shall maintain Environmental Impairment Liability insurance, written on a Consultant'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 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 Consultant 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 Consultant. 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. 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.

(b) Proof of Insurance. Consultant 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. Consultant 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 Consultant, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Consultant 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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. Consultant 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) City'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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant 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.

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.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Consultant shall deliver to the City all of the following bonds:

(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 "E" and Exhibit "F" 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 5.6 hereof.

5.6 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Consultant 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, Consultant has provided statutory bond, or otherwise as required by applicable law.

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 JS

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl, alh]

CONSULTANT:

C J CONCRETE CONSTRUCTION, INC., a California corporation

By: _____
Name: John C. Sarno
Title: President/CEO/Secretary

Address: 10142 Shoemaker Avenue
Santa Fe Springs, CA 90670

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

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl, alh]

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EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services and complete the Project in accordance with the following:**

BID SCHEDULE – (IFB-23-24)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 1 & DISTRICT 2

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00
3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00
4	Remove & Replace Curb & Gutter (Include AC slot pave)	200	LF	$100.00	$20,000.00
5	Remove and Replace 6" thick concrete driveway apron	5,000	SF	$15.00	$75,000.00
6	[DELETABLE] Unsuitable Material	5	CY	$100.00	$500.00
TOTAL BASE BID AMOUNT					**$303,050.00***

*Fiscal Year 23-24 amount is $151,525.00 over a period of 6 months

Fiscal Year 24-25 amount is $303,050.00

Fiscal Year 25-26 amount is $151,525.00 over a period of 6 months

Total: $606,100.00

*The amounts noted for each fiscal are for the purpose of allowing City and Consultant to estimate amounts allocated to the Project for each year; however, the parties are permitted to exceed any amount allotted per fiscal year, provided that the total expenditure for the two year Term does not exceed the Contract Sum.

Optional Extension Term 1: $303,050.00

Optional Extension Term 2: $303,050.00

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

A. As requested by City's Contract Officer.

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

IV. 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.

EXHIBIT "B"
SPECIAL REQUIREMENTS
Superseding Contract Boilerplate)

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

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

"3.4 Term.

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

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

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

The City's Contract Officer will issue periodic work orders detailing the scope of work to be completed, the anticipated cost to City which will be in accordance with Exhibit "A," and the number of working days (not to exceed 120 working days) within which such work will be completed. The scheduling of each work order will be determined solely by the Contract Officer.

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

EXHIBIT "D"
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	$ -	######

EXHIBIT "E"

PERFORMANCE BOND Bond Number: CAC722098

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 1 & 2

We, C J Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024.

Seal of Corporation

CJ Concrete Construction, Inc.

By: _____
Authorized Representative of Principal

Title: President

(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:

(X) Merchants Bonding Company (Mutual)
[name of surety company]

Joseph A Clarken, III / Non-Resident Agent
Name

1778 Cable Street
Street Number

San Diego, CA 92107
City and State

(602) 432-2012
Telephone Number

P O Box 14498
Street Number

Des Moines, IA 50306
City and State

(800) 678-8171
Telephone Number

By: Joseph A Clarken III
Attorney in Fact or other Representative

Joseph A Clarken, III/Attorney-in-fact

(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.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 8, 2024 before me, Maribel Garcia, notary Public
(Here insert name and title of the officer)

personally appeared John Sarno,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/sh~~e~~/th~~ey~~ executed the same in his/he~~r~~/th~~eir~~ authorized capacity(i~~es~~), and that by his/he~~r~~/th~~eir~~ 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.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

State of *Arizona*

County of *Maricopa*

On this 6th day of *May*, 20*24*, before me

personally appeared *Joseph A Clarken, III*

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

Jennifer Castillo
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 603879
My Commission Expires May 16, 2025

By:_____
Notary Public
Jennifer Castillo

My Commission Expires:

May 16, 2025

EXHIBIT "F"

PAYMENT BOND Bond Number: CAC722098

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 1 & 2

We, C. J. Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024.

Seal of Corporation

CJ Concrete Construction, Inc.

By: _____
Authorized Representative of Principal

Title: President

(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:

(X) Merchants Bonding Company (Mutual)
[name of surety]

Joseph A Clarken, III / Non-Resident Agent
Name

P O Box 14498
Street Number

1778 Cable Street
Street Number

Des Moines, IA 50306
City and State

San Diego, CA 92107
City and State

(800) 678-8171
Telephone Number

(602) 432-2012
Telephone Number

By: Joseph A Clarken III
Attorney in Fact or other Representative

Joseph A Clarken, III/Attorney-in-fact

(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.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 8, 2024 before me, Maribel Garcia, notary Public
(Here insert name and title of the officer)

personally appeared John Sarno,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/a~~re~~ subscribed to the within instrument and acknowledged to me that he/sh~~e~~/th~~ey~~ executed the same in his/h~~er~~/th~~eir~~ authorized capacity(i~~es~~), and that by his/h~~er~~/th~~eir~~ 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.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

State of *Arizona*

County of *Maricopa*

On this 6th day of *May*, 20*24*, before me

personally appeared *Joseph A Clarken, III*

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

By:_____
Notary Public
Jennifer Castillo

Jennifer Castillo
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 603879
My Commission Expires May 16, 2025

My Commission Expires:

May 16, 2025

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Joseph A Clarken III; Melanie Ankeney; Patrick R Hedges; Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of April, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of April 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

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

Behr Insurance Services Inc.
1420 E Los Angeles Ave #203
Simi Valley CA 93065

CONTACT NAME:
PHONE (A/C, No, Ext): 888-988-2347 **FAX (A/C, No):**
E-MAIL ADDRESS: service@behrins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : COREPOINTE INS CO	10499
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CJ Concrete Construction Inc
10142 SHOEMAKER AVE
SANTA FE SPRINGS CA 90670-3404

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CTP1002477	05/08/2024	05/08/2025	✘ PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies to Workers Compensation per attached WC 04 03 06 endorsement.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
5/22/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jonathan Behr

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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 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Any person or organization as required by written contract	

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Insurance Company

Countersigned By _____

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 04/03/2024

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.

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
PRODUCER CUSTOMER ID:

INSURED
C J CONCRETE CONSTRUCTION, INC. 383-378-7
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 124 REVISION NUMBER: 0

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD SPECIAL / CONTENTS EARTHQUAKE WIND FLOOD				BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANK BLDG & PP	
A	X INLAND MARINE CAUSES OF LOSS NAMED PERILS X OTHER	TYPE OF POLICY POLICY NUMBER 1845023	11/12/2023	11/12/2024	X INSTALLATION FLOATER	$1,500,000
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSTALLATION FLOATER COVERAGE IS PROVIDED FOR PROPERTY THE NAMED INSURED IS CONTRACTED TO INSTALL THAT THEY OWN OR ARE LEGALLY LIABLE FOR. COVERAGE APPLIES WHILE IN TRANSIT, WHILE AT THE PREMISES OF INSTALLATION, OR ELSEWHERE AWAITING AND DURING INSTALLATION.

CERTIFICATE HOLDER
383-378-7 124 0
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

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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LOSS PAYABLE CERTIFICATE

Place of Issue -
Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

TO:
City of Carson
701 E Carson St
Carson, CA, 90745-2224

We certify that you are named as Loss Payee in the below numbered policy which has been issued to:

C J Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670-3404

to cover the personal property as designated below:

Coverage	Deductible	Limit
Special Contractors Floater - Installation Floater	$2,500	$1,500,000

The policy contains the provisions that loss, if any, will be adjusted only with the Named Insured and payable to the Named Insured and the Loss Payee listed above as their respective interests may appear, subject to all the terms and conditions of the policy.

We certify that the policy is effective from 11/12/2023 to 11/12/2024 12:01 A.M., (or 12 Noon) Standard Time, as stated in the policy, at the address of the Named Insured as stated in the policy.

If we cancel the policy we will provide at least ten days advance written notice or more as may be allowed by the Cancellation Provision of the Common Policy Conditions.

Special provisions, if any:

This Certificate is furnished as evidence of a policy as it stands at the date of issue, and is given as a matter of information only. **Except as specified herein,** this Certificate confers no rights on the holder and imposes no liability on us.

SECRETARY PRESIDENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
C J CONCRETE CONSTRUCTION, INC.
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404

383-378-7

COVERAGES CERTIFICATE NUMBER: 119 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	1845023	11/12/2023	11/12/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS & COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	1845023	11/12/2023	11/12/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION	Y	Y	1845025	11/12/2023	11/12/2024	EACH OCCURRENCE	$8,000,000
							AGGREGATE	$8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTHER	
							E.L EACH ACCIDENT	
							E.L DISEASE - EA EMPLOYEE	
							E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

383-378-7
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

119 1

INSURANCE APPROVED
RG
5/1/2024

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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AGENCY CUSTOMER ID: 383-378-7

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404
POLICY NUMBER SEE CERTIFICATE # 119.1		
CARRIER SEE CERTIFICATE # 119.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 119.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSUREDS ALSO INCLUDES CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
   1. To "loss" which occurs prior to the date of your contract with such person or organization;
   2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
   3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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Policy Number: 1845023
Transaction Effective Date: 11/12/2023

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - JOB SITES

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Limited Pollution Coverage - Job Sites

1. We will pay those sums that the insured becomes legally obligated to pay:
   a. as a result of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor
   b. as a result of any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants" or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants"; if the loss, cost or expense arises out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor

   However, this coverage does not apply at or from any premises, site or location which is or was at any time owned by, or rented or loaned to, any insured
2. **SECTION III- LIMITS OF INSURANCE** is changed as follows:

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

   Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":
   a. The most we will pay for the sum of all damages resulting from any one "occurrence" is $100,000; and
   b. The most we will pay in aggregate for the sum of all damages resulting from all "occurrences" is $100,000

   The Limits of Insurance above apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance
3. **DEDUCTIBLE**

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above:
   a. Our obligation to pay for damages on your behalf applies only to the amount of damages in excess of $500 for each "occurrence" during the policy period
   b. The application of the deductible amount will not reduce the Limits of Insurance for this coverage
   c. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend the insured against any "suits" seeking damages; and
      (2) Your duties in the event of an "occurrence", claim or "suit"

      apply irrespective of the application of the deductible amount
   d. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

C J CONCRETE CONSTRUCTION, INC.

(DISTRICT 3 & DISTRICT 4)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
C J CONCRETE CONSTRUCTION, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 31 day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and C J CONCRETE CONSTRUCTION, 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.

Consultant shall perform all of the services and comply with all of the specifications and requirements in the Bid Documents as they pertain to **District 3 and District 4** for the project entitled **IFB 23-24B: Annual Citywide Sidewalk/Concrete Maintenance District 3 & District 4** ("Project"). All such work shall include but not be limited to, removal and replacement of sidewalks, removal and replacement of curb and gutter, removal and replacement of thick concrete driveway apron, and traffic control, and 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 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Consultant, Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed **Six Hundred Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)** (the "Contract Sum") for completion of the Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of **Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00)** for each Extension Term.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention for any construction work; (iii) payment for time and materials based upon the

Consultant's rates as specified in any 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 any applicable 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 using the form attached hereto as Exhibit "D" and incorporated herein by this reference. 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 "C" 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 "C").

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:

John C. Sarno	President/Chief Executive Officer
(Name)	(Title)

John Sarno	
(Name)	(Title)
John Sarno	
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant 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. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant 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. Consultant 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. Consultant 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. Consultant shall maintain Environmental Impairment Liability insurance, written on a Consultant'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 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 Consultant 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 Consultant. 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. 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.

(b) Proof of Insurance. Consultant 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. Consultant 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 Consultant, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Consultant 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 Consultant or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. 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. Consultant 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) City'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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant 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.

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.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Consultant shall deliver to the City all of the following bonds:

(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 "E" and Exhibit "F" 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 5.6 hereof.

5.6 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Consultant 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, Consultant has provided statutory bond, or otherwise as required by applicable law.

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 JS

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl, alh]

CONSULTANT:

C J CONCRETE CONSTRUCTION, INC., a California corporation

By: _____
Name: John C. Sarno
Title: President/CEO/Secretary

Address: 10142 Shoemaker Avenue
Santa Fe Springs, CA 90670

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl, alh]

CONSULTANT:

C J CONCRETE CONSTRUCTION, INC., a California corporation

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EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services and complete the Project in accordance with the following:**

BID SCHEDULE – (IFB-23-24B)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 3 & DISTRICT 4

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00
3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00
4	Remove & Replace Curb & Gutter (Include AC slot pave)	200	LF	$100.00	$20,000.00
5	Remove and Replace 6" thick concrete driveway apron	5,000	SF	$15.00	$75,000.00
6	[DELETABLE] Unsuitable Material	5	CY	$100.00	$500.00
TOTAL BASE BID AMOUNT					**$303,050.00***

*Fiscal Year 23-24 amount is $151,525.00 over a period of 6 months

Fiscal Year 24-25 amount is $303,050.00

Fiscal Year 25-26 amount is $151,525.00 over a period of 6 months

Total: $606,100.00

*The amounts noted for each fiscal are for the purpose of allowing City and Consultant to estimate amounts allocated to the Project for each year; however, the parties are permitted to exceed any amount allotted per fiscal year, provided that the total expenditure for the two year Term does not exceed the Contract Sum.

Optional Extension Term 1: $303,050.00

Optional Extension Term 2: $303,050.00

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

A. As requested by City's Contract Officer.

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

IV. **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.**

EXHIBIT "B"
SPECIAL REQUIREMENTS
Superseding Contract Boilerplate)

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

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

"3.4 Term.

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

EXHIBIT "C"
SCHEDULE OF PERFORMANCE

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

The City's Contract Officer will issue periodic work orders detailing the scope of work to be completed, the anticipated cost to City which will be in accordance with Exhibit "A," and the number of working days (not to exceed 120 working days) within which such work will be completed. The scheduling of each work order will be determined solely by the Contract Officer.

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

EXHIBIT "D"
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	$ -	######

EXHIBIT "E"

Bond Number: CAC722102

PERFORMANCE BOND

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 3 & 4

We, C J Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024

Seal of Corporation

CJ Concrete Construction, Inc.

By: _____
Authorized Representative of Principal

Title: President

(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:

(X) Merchants Bonding Company (Mutual)
[name of surety company]

Joseph A Clarken, III / Non-Resident Agent
Name

1778 Cable Street
Street Number

San Diego, CA 92107
City and State

(602) 432-2012
Telephone Number

P O Box 14498
Street Number

Des Moines, IA 50306
City and State

(800) 678-8171
Telephone Number

By: _____
Attorney in Fact or other Representative

Joseph A Clarken, III/Attorney-in-fact

(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.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 8, 2024 before me, Maribel Garcia, Notary Public -
(Here insert name and title of the officer)

personally appeared John Sarno,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/a~~re~~ subscribed to the within instrument and acknowledged to me that he/sh~~e~~/th~~ey~~ executed the same in his/h~~er~~/th~~eir~~ authorized capacity(i~~es~~), and that by his/h~~er~~/th~~eir~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

State of *Arizona*

County of *Maricopa*

On this 6th day of *May*, 20*24*, before me

personally appeared *Joseph A Clarken, III*

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

Jennifer Castillo
Notary Public - ARIZONA
MARICOPA COUNTY
Commission No. 603879
My Commission Expires May 16, 2025

By: _____
Notary Public
Jennifer Castillo

My Commission Expires:

May 16, 2025

EXHIBIT "F"

Bond Number: CAC722102

PAYMENT BOND

IFB 23-24: Annual Citywide Sidewalk/Concrete Maintenance District 3 & 4

We, C. J. Concrete Construction, Inc., a California corporation, as Principal, and Merchants Bonding Company (Mutual), 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 Six Thousand One Hundred Dollars and Zero Cents ($606,100.00)**. 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 6th day of May, 2024.

Seal of Corporation

CJ Concrete Construction, Inc.

By: _____
Authorized Representative of Principal

Title: President

(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:

(X) Merchants Bonding Company (Mutual)
[name of surety]

Joseph A Clarken, III / Non-Resident Agent
Name

1778 Cable Street
Street Number

San Diego, CA 92107
City and State

(602) 432-2012
Telephone Number

P O Box 14498
Street Number

Des Moines, IA 50306
City and State

(800) 678-8171
Telephone Number

By: _____
Attorney in Fact or other Representative

Joseph A Clarken, III/Attorney-in-fact

(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.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On May 8, 2024 before me, Maribel Garcia, notary Public -
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARIBEL GARCIA
Notary Public - California
Los Angeles County
Commission # 2431271
My Comm. Expires Dec 17, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brandon McKee; Brian R Sawyer; Chrystal Hedges; David J McKee; Jennifer Castillo; Joseph A Clarken III; Melanie Ankeney; Patrick R Hedges; Ted H Rarrick

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of April, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 16th day of April 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of May, 2024.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2024

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

Behr Insurance Services Inc.
1420 E Los Angeles Ave #203
Simi Valley CA 93065

CONTACT NAME:
PHONE (A/C, No, Ext): 888-988-2347 **FAX (A/C, No):**
E-MAIL ADDRESS: service@behrins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : COREPOINTE INS CO	10499
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CJ Concrete Construction Inc
10142 SHOEMAKER AVE
SANTA FE SPRINGS CA 90670-3404

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	CTP1002477	05/08/2024	05/08/2025	✘ PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies to Workers Compensation per attached WC 04 03 06 endorsement.

CERTIFICATE HOLDER

City of Carson
701 E Carson Street
Carson CA 90745

INSURANCE APPROVED
RG
5/22/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jonathan Behr

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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 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Any person or organization as required by written contract	

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Insurance Company

Countersigned By _____

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 04/03/2024

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.

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
PRODUCER CUSTOMER ID:

INSURED
C J CONCRETE CONSTRUCTION, INC. 383-378-7
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 124 REVISION NUMBER: 0

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	[ ] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD [ ] SPECIAL — CONTENTS [ ] EARTHQUAKE [ ] WIND [ ] FLOOD				[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANK BLDG & PP	
A	[X] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS [X] OTHER	TYPE OF POLICY POLICY NUMBER 1845023	11/12/2023	11/12/2024	[X] INSTALLATION FLOATER	$1,500,000
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSTALLATION FLOATER COVERAGE IS PROVIDED FOR PROPERTY THE NAMED INSURED IS CONTRACTED TO INSTALL THAT THEY OWN OR ARE LEGALLY LIABLE FOR. COVERAGE APPLIES WHILE IN TRANSIT, WHILE AT THE PREMISES OF INSTALLATION, OR ELSEWHERE AWAITING AND DURING INSTALLATION.

CERTIFICATE HOLDER

383-378-7 124 0
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

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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LOSS PAYABLE CERTIFICATE

Place of Issue -
Federated Mutual Insurance Company
Home Office
121 East Park Square
Owatonna, MN 55060
(507) 455-5200

TO:
City of Carson
701 E Carson St
Carson, CA, 90745-2224

We certify that you are named as Loss Payee in the below numbered policy which has been issued to:

C J Concrete Construction, Inc.
10142 Shoemaker Ave
Santa Fe Springs, CA 90670-3404

to cover the personal property as designated below:

Coverage	Deductible	Limit
Special Contractors Floater - Installation Floater	$2,500	$1,500,000

The policy contains the provisions that loss, if any, will be adjusted only with the Named Insured and payable to the Named Insured and the Loss Payee listed above as their respective interests may appear, subject to all the terms and conditions of the policy.

We certify that the policy is effective from 11/12/2023 to 11/12/2024 12:01 A.M., (or 12 Noon) Standard Time, as stated in the policy, at the address of the Named Insured as stated in the policy.

If we cancel the policy we will provide at least ten days advance written notice or more as may be allowed by the Cancellation Provision of the Common Policy Conditions.

Special provisions, if any:

This Certificate is furnished as evidence of a policy as it stands at the date of issue, and is given as a matter of information only. **Except as specified herein,** this Certificate confers no rights on the holder and imposes no liability on us.

SECRETARY **PRESIDENT**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 383-378-7
C J CONCRETE CONSTRUCTION, INC.
10142 SHOEMAKER AVE
SANTA FE SPRINGS, CA 90670-3404

COVERAGES CERTIFICATE NUMBER: 119 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	1845023	11/12/2023	11/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	1845023	11/12/2023	11/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	1845025	11/12/2023	11/12/2024	EACH OCCURRENCE AGGREGATE	$8,000,000 $8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

383-378-7 119 1
CITY OF CARSON
701 E CARSON ST
CARSON, CA 90745-2224

INSURANCE APPROVED
RG
5/1/2024

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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AGENCY CUSTOMER ID: 383-378-7

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404
POLICY NUMBER SEE CERTIFICATE # 119.1		
CARRIER SEE CERTIFICATE # 119.1	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 119.1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSUREDS ALSO INCLUDES CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

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

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

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE - JOB SITES

The endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Limited Pollution Coverage - Job Sites

1. We will pay those sums that the insured becomes legally obligated to pay:
   a. as a result of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor
   b. as a result of any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants" or any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants"; if the loss, cost or expense arises out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor

   However, this coverage does not apply at or from any premises, site or location which is or was at any time owned by, or rented or loaned to, any insured
2. **SECTION III- LIMITS OF INSURANCE** is changed as follows:

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

   Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":
   a. The most we will pay for the sum of all damages resulting from any one "occurrence" is $100,000; and
   b. The most we will pay in aggregate for the sum of all damages resulting from all "occurrences" is $100,000

   The Limits of Insurance above apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance
3. **DEDUCTIBLE**

   Solely with respect to damages payable as a result of coverage provided in **1.a.** and **1.b.** above:
   a. Our obligation to pay for damages on your behalf applies only to the amount of damages in excess of $500 for each "occurrence" during the policy period
   b. The application of the deductible amount will not reduce the Limits of Insurance for this coverage
   c. The terms of this insurance, including those with respect to:
      (1) Our right and duty to defend the insured against any "suits" seeking damages; and
      (2) Your duties in the event of an "occurrence", claim or "suit"

      apply irrespective of the application of the deductible amount
   d. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us

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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 CJ CONCRETE CONSTRUCTION, INC., a California corporation ("Consultant") is entered into effective as of the 1st day of September 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 January 31, 2024 ("Agreement"), whereby Consultant agreed to perform sidewalk and contract maintenance services in District 1 and District 2 for a not-to-exceed Contract Sum of $606,100.00 over a Term of two (2) years expiring January 30, 2026. The Agreement provides for two optional one (1) year extension periods at City's election at $303,050.00 per year.

B. City and Consultant entered into an amendment to the Agreement dated December 23, 2025 (Amendment No. 1"), whereby the City exercised its first option to extend the Agreement Term by one (1) year from January 30, 2026 to January 30, 2027 and increased the total compensation by $200,000.00 (not the full $303,050.00 allowed for the Extension Term under the Agreement) thereby bringing the not-to-exceed Contract Sum from $606,100.00 to $806,100.00.

C. City and Consultant now desire to amend the Agreement to exercise its second and final option to extend the Agreement Term by one (1) year from January 30, 2027 to January 30, 2028, and increase the total compensation by $303,050.00 thereby bringing the not-to-exceed Contract Sum from $806,100.00 to $1,109,150.00.

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 the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

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 Consultant,

Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed ***One Million One Hundred Nine Thousand Fifty Dollars and Zero Cents ($1,109,050.00)*** ~~Eight Hundred Six Thousand One Hundred Dollars and Zero Cents ($806,100.00)~~ (the "Contract Sum") for completion of the Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." ~~In the event City elects to exercise its option to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00) for the Extension Term.~~"

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three (3)~~ ***four (4)*** 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 not to exceed compensation for Services performed during each Extension Term shall be consistent with the annual prices listed in Exhibit "A."~~"

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

"I. Consultant will perform the following Services and complete the Project in accordance with the following:

BID SCHEDULE – (IFB-23-24)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 1 & DISTRICT 2

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00

3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00
4	Remove & Replace Curb & Gutter (Include AC slot pave)	200	LF	$100.00	$20,000.00
5	Remove and Replace 6" thick concrete driveway apron	5,000	SF	$15.00	$75,000.00
6	[DELETABLE] Unsuitable Material	5	CY	$100.00	$500.00
TOTAL BASE BID AMOUNT					$303,050.00*

*Fiscal Year 23-24 amount is $151,525.00 over a period of 6 months

Fiscal Year 24-25 amount is $303,050.00

Fiscal Year 25-26 amount is $151,525.00 over a period of 6 months

Fiscal Year 26-27 amount is $200,000.00

Fiscal Year 27-28 amount is $303,050.00

Total: $***1,109,050.00*** ~~806,100.00~~

*The amounts noted for each fiscal are for the purpose of allowing City and Consultant to estimate amounts allocated to the Project for each year; however, the parties are permitted to exceed any amount allotted per fiscal year, provided that the total expenditure for the two year Term does not exceed the Contract Sum.

~~Optional Extension Term 1: 303,050.00~~

~~Optional Extension Term 2: $303,050.00~~"

4. Continuing Effect of Agreement. Except as amended by 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.

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:

CJ CONCRETE CONSTRUCTION, INC., a California corporation

By: _____
Name: John C. Sarno
Title: President

By: _____
Name: John C. Sarno
Title: 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. 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.

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 CJ CONCRETE CONSTRUCTION, INC., a California corporation ("Consultant") is entered into effective as of the 1st day of September 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 January 31, 2024 ("Agreement"), whereby Consultant agreed to perform sidewalk and contract maintenance services in District 3 and District 4 for a not-to-exceed Contract Sum of $606,100.00 for the Term spanning from January 31, 2024 to January 30, 2026. The Agreement provides for two optional one (1) year extension periods at City's election at $303,050.00 per year.

B. City and Consultant entered into an amendment to the Agreement dated March 12, 2026 (Amendment No. 1"), whereby the City exercised its first option to extend the Agreement Term by one (1) year from January 30, 2026 to January 30, 2027 and increased the Contract Sum by $200,000.00 (not the full $303,050.00 allowed for the Extension Term under the Agreement) thereby bringing the not-to-exceed Contract Sum from $606,100.00 to $806,100.00.

C. City and Consultant now desire to amend the Agreement to exercise its second and final option to extend the Agreement Term by one (1) year from January 30, 2027 to January 30, 2028, and increase the total compensation by $303,050.00 thereby bringing the not-to-exceed Contract Sum from $806,100.00 to $1,109,150.00.

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 the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

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 Consultant,

Consultant shall receive total compensation, including reimbursement of Consultant's expenses, of an amount not to exceed ***One Million One Hundred Nine Thousand Fifty Dollars and Zero Cents ($1,109,050.00)*** ~~Eight Hundred Six Thousand One Hundred Dollars and Zero Cents ($806,100.00)~~ (the "Contract Sum") for completion of the Services, unless additional compensation is approved pursuant to Section 1.8, as set forth in Consultant's Bid attached hereto as Exhibit "A" and incorporated herein by this reference and as otherwise set forth in Exhibit "A." ~~In the event City elects to exercise its option to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of Three Hundred Three Thousand Fifty Dollars and Zero Cents ($303,050.00) for the Extension Term.~~"

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~three (3~~***) four (4)*** 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 I of Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

"I. Consultant will perform the following Services and complete the Project in accordance with the following:

BID SCHEDULE – (IFB-23-24)

ANNUAL CITYWIDE SIDEWALK/CONCRETE MAINTENANCE

DISTRICT 3 & DISTRICT 4

ITEM #	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Bonding, Insurance, and Mobilization	1	LS	$13,775.00	$13,775.00
2	Traffic Control	1	LS	$13,775.00	$13,775.00

3	Remove and Replace Sidewalk (or construct new) including excavation adding 4-inch CMB and adjusting Water Meters, Pull Boxes, Traffic Signal Boxes, etc. to grade	15,000	SF	$12.00	$180,000.00
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Total: $***1,109,050.00*** ~~806,100.00~~

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[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.

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CITY OF CARSON, a municipal corporation

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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:

CJ CONCRETE CONSTRUCTION, INC., a California corporation

By: _____
Name: John C. Sarno
Title: President

By: _____
Name: John C. Sarno
Title: 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. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 18.

To: Honorable Mayor and City Council

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

Subject: CONSIDER AWARDING A FIVE-YEAR PUBLIC WORKS AGREEMENT TO A.O. REED & CO., LLC, A LEGENCY COMPANY, FOR ON-CALL BACKFLOW PREVENTION DEVICE TESTING, CERTIFICATION, REPAIR, AND REPLACEMENT SERVICES (CITY COUNCIL)

I. SUMMARY

The City is responsible for maintaining more than 200 backflow prevention devices located throughout Carson, including in public parkways, landscaped medians, parks, and City facilities. These devices help protect the public drinking water supply by preventing potentially contaminated water from flowing backward into the water system when there is an unexpected drop in water pressure. State regulations require backflow prevention devices to be tested at least once each year. To meet these requirements and help protect public health, the City maintains an annual program for testing, certifying, and repairing its backflow prevention devices as needed.

On May 19, 2026, the City issued Invitation for Bids (IFB) No. 26-19 (Exhibit 1) seeking qualified contractors to provide these services for a five-year period. The City received three bids in response to the solicitation (Exhibit 2). Following review of the bids, A.O. Reed & Co., LLC (A.O. Reed) was determined to be the lowest responsive and responsible bidder, meaning the company submitted the lowest-priced bid that met the City's requirements and demonstrated the qualifications necessary to perform the work. Consequently, staff recommends that the City Council award a five-year Public Works Agreement to A.O. Reed to perform the required annual testing and certification of the City's backflow prevention devices, along with repairs and related services as needed. The proposed agreement is $28,314 per year, for a total amount not to exceed $141,570 over the five-year term. Approval of the agreement will allow the City to continue meeting annual testing requirements, address necessary repairs in a timely manner, and help ensure that these important devices continue to protect the public drinking water system.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a five-year Public Works Agreement with A.O. Reed & Co., LLC to provide on-call certified backflow prevention device testing, repair, and replacement services, for a total amount not to exceed $141,570 over the five-year term (Exhibit 3); and,
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

1. REJECT all bids and DIRECT staff to reissue the Invitation for Bids or pursue another procurement method consistent with applicable City requirements.
2. TAKE any other action the City Council deems appropriate, consistent with the requirements of applicable law.

IV. BACKGROUND

Backflow prevention devices are an important part of the City's water safety infrastructure. These devices are installed on water lines to allow clean water to flow normally to City facilities, parks, irrigation systems, fountains, medians, and other public areas while preventing water from flowing backward into the public drinking water system. Backflow can occur when there is an unexpected change or drop in water pressure, such as during firefighting activities, a water main break, or periods of unusually high water demand. Without a properly functioning backflow prevention device, water possibly containing contaminants from irrigation systems, fertilizers, chemicals, bacteria, or other sources could potentially flow backward into the drinking water system. Properly maintained backflow devices therefore provide an important safeguard for public health and help protect the community's potable, or drinking, water supply.

Because backflow prevention devices contain mechanical components that can wear, become damaged, or be affected by debris over time, they must be regularly inspected and tested to confirm that they are operating properly. State regulations and applicable water supplier requirements require these devices to be tested and certified at least annually. Specifically, Title 17 of the California Code of Regulations requires backflow prevention devices to be tested at least once each year, or more frequently when required by the applicable health agency or water supplier (17 CCR §7605).

The City has completed its required backflow testing and certification for calendar year 2026. The proposed agreement would provide for the next annual testing cycle beginning in spring 2027 and would establish an ongoing contractual mechanism for required testing, certification, repairs, and replacement services over the following five years.

COMPETITIVE PROCUREMENT PROCESS

To obtain these services through a competitive process, the City issued Invitation for Bids (IFB) No. 26-19 on May 19, 2026. An Invitation for Bids is a formal procurement process through which qualified contractors compete for City work primarily based on their ability to meet the City's requirements and provide the services at a competitive price.

The City received bids from three contractors. Staff reviewed the bids for compliance with the City's requirements, pricing, contractor qualifications, experience, and ability to perform the required work. Following this review, A.O. Reed & Company was determined to be the lowest responsive and responsible bidder. This means A.O. Reed submitted the lowest-priced bid among the contractors that satisfied the City's bid requirements and demonstrated the qualifications and ability necessary to perform the work. A.O. Reed & Company has relevant experience providing plumbing and backflow prevention services and has demonstrated the qualifications necessary to perform the required annual testing, certification, repair, and replacement work.

PROPOSED AGREEMENT

Staff recommends that the City Council award a five-year agreement to A.O. Reed & Company for backflow prevention device testing, certification, repair, and replacement services. The proposed agreement will provide for annual testing and certification of the City's backflow prevention devices, as well as on-call emergency and non-emergency repairs and device replacement when needed. Establishing a five-year agreement provides the City with continuity of service, predictable planning, and an efficient means of addressing repairs as they arise without having to conduct a new procurement process each year. The total amount authorized under the proposed five-year agreement would not exceed $141,570. This amount establishes the maximum contractual authorization and allows the City to obtain the required annual testing services and address necessary repairs or replacements during the term of the agreement.

Awarding the agreement will allow the City to continue meeting applicable regulatory and water supplier requirements, maintain its backflow prevention devices in proper working condition, and provide for timely repairs when problems are identified. Most importantly, these services help protect the public drinking water system from potential contamination and support the City's ongoing responsibility to maintain safe and reliable public infrastructure. Consequently, staff recommends that the City Council approve the proposed five-year agreement with A.O. Reed & Company for a total amount not to exceed $141,570.

V. FISCAL IMPACT

The proposed agreement will be funded within existing departmental budgets. The agreement is structured at $28,314 per year, for a total amount not to exceed $141,570 over the five-year term. Funding for the first year of the agreement is included in the City's adopted Fiscal Year 2026-27 General Fund budget, Account No. 101-80-840-108-6004. Funding for subsequent years will be included in the appropriate annual departmental budgets, subject to the City Council's annual budget approval process. As a result, no additional General Fund appropriation is requested as part of this action.

VI. EXHIBITS

1. IFB 26-19
2. Bid Register
3. Proposed Public Works Agreement with A.O. Reed & Co., LLC.

Attachments

IFB 26-19

Bid Register

(A.O. Reed) Public Works Contract

CITY OF CARSON

NOTICE OF INVITATION FOR BIDS (IFB): #26-19

Notice is hereby given that the Purchasing Manager is seeking bids for:

ON-CALL CERTIFIED BACKFLOW TESTING, REPAIR, AND REPLACEMENT SERVICES

ISSUE DATE:	**05/19/2026**
Q&A DEADLINE:	**05/21/2026 | 2:00 PM**
IFB DEADLINE:	**06/04/2026 | 10:00 AM**

Register as a vendor and submit electronic responses via PlanetBids:

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

No late responses will be accepted. Any response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby members of the Carson City Council, or City of Carson staff during the release of the solicitation and the announcement of the award determination, may result in disqualification from the selection process.

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

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson ("City") is seeking bids from qualified firms to provide certified backflow testing, annual inspections, reporting, maintenance, minor and major repairs or replacements, and emergency response services for approximately 200 City-owned backflow prevention devices located citywide. The selected contractor will support the City's compliance with state and local drinking water protection regulations, including Golden State Water Company and California Water Service backflow requirements.

The City operates a diverse inventory of backflow prevention assemblies installed across parks, medians, public buildings, irrigation systems, and landscaped areas. These devices protect the City's potable water system from potential contamination and require annual testing, accurate reporting, and timely maintenance to ensure safe operation. The City seeks a contractor with demonstrated expertise, strong technical capabilities, and the capacity to provide reliable services. All work under this contract constitutes Public Works and is subject to prevailing wage, DIR registration, bonding, safety requirements, and compliance with the City's Project Labor Agreement (PLA).

This solicitation may result in a single award or multiple awards, at the sole discretion of the City, based on the applicable award methodology. The City anticipates awarding within 90 days of the solicitation deadline; however, additional time may be required to complete a thorough evaluation and negotiation process. The intended term of any resulting agreement is five (5) years from the commencement date.

B. BACKGROUND

Incorporated as a general law city on February 20, 1968, the City of Carson became a California charter city on November 6, 2018, following voter approval. As one of the youngest municipalities in the South Bay region of Los Angeles County, Carson has grown significantly—from a population of 61,000 in 1968 to nearly 100,000 residents today. The City spans 19.2 square miles and is located less than 20 miles south of downtown Los Angeles.

Carson is a culturally diverse and strategically located community with exceptional accessibility. The City is served by four major freeways—Harbor (110), San Diego (405), Artesia (91), and Long Beach (710)—and is conveniently located near Los Angeles International Airport, Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. Public transportation options include the MTA Bus Line and the City-operated Carson Circuit, providing efficient local transit.

Known for its modern infrastructure and business-friendly environment, Carson is home to major petrochemical, electronics, automotive, aerospace, trucking, and high-tech industries. Many companies headquartered in Carson have received both regional and local beautification awards. Through strong public-private partnerships, Carson continues to foster economic vitality and a promising future.

C. GENERAL IFB POLICIES

The City of Carson reserves the right to modify this Invitation for Bids (IFB) at its sole discretion. Any revisions or clarifications will be issued in writing through official addenda via PlanetBids. Oral communications or modifications will not be recognized. All addenda released during the solicitation period shall become part of this IFB.

Bids must be submitted electronically through the City's online bid management system (PlanetBids) by the specified due date and time. The City reserves the right to take any action deemed to be in its best interest.

Bids may be withdrawn without penalty prior to the deadline by selecting the "Withdraw" option on

Planet Bids. Once the deadline has passed and bids are opened by the Purchasing Manager or designee, submissions may not be withdrawn for a period of ninety (90) calendar days.

No contract exists unless and until the City Council formally awards a contract and the contract is executed. If awarded, the contract is anticipated to be executed within approximately 90 to 180 calendar days following the bid due date.

Unless otherwise stated, all bid documents must be submitted in PDF format. It is the sole responsibility of the bidder to ensure that all documents are properly formatted, completed, and successfully uploaded to the City's online bid system. Incomplete, corrupt, or unreadable submissions may be deemed nonresponsive.

For technical assistance with electronic submission (e.g., vendor registration, document management, password reset, bid confirmation), bidders must contact PlanetBids directly at (818) 992-1771. All questions or requests for clarification regarding this IFB must be submitted electronically through PlanetBids by the deadline specified in the IFB. Direct contact with City personnel or elected officials regarding this IFB is strictly prohibited. Any response not provided through PlanetBids is considered unauthorized and invalid.

Bidders are solely responsible for ensuring timely submission. Late bids will not be accepted—no exceptions. Upon successful submission, a confirmation number with timestamp will be issued by PlanetBids. Only bids with a verified timestamp will be considered.

This IFB does not commit the City of Carson to award a contract or to reimburse any costs incurred in the preparation or submission of a response. All materials submitted become the property of the City.

Order of Precedence. In the event of any conflict, discrepancy, or inconsistency between this IFB and any bid submitted by a bidder and/or any other written area, the terms, conditions, and requirements of this IFB shall prevail and govern.

NOTE: E-bids are sealed and cannot be viewed by the City until the official closing date and time. To withdraw a submission before the deadline, return to the PlanetBids Vendor portal and select the "Withdraw" option.

D. CITY'S RIGHTS RESERVED

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

1. Accept or reject any or all bids, in whole or in part, and waive any informalities or irregularities in the bids.
2. Request clarification, correction, or additional information from any bidder regarding their submittal.
3. Investigate and evaluate bidder responsibility using any criteria authorized under the City of Carson Municipal Code ("CMC") and applicable law. This may include, but is not limited to, consideration of bidder experience, financial capacity, technical capability, integrity, prior performance, litigation history, compliance history, and ability to successfully perform the contract requirements.
4. Reject non-conforming, non-responsive, or conditional bids including any bidder who has previously failed to perform properly, has a record of noncompliance with contract requirements, or has engaged in conduct that may affect the bidder's ability to perform responsibly;
5. Reissue the IFB, in whole or in part, or issue a modified solicitation as deemed necessary.
6. Take any action it deems necessary to protect the City's interests, including actions not

specifically described in this section but permitted by law; and to

7. Cancel, postpone, or extend the IFB process at any time prior to contract award, without liability of obligation to any bidder.

E. BID SUBMISSION REQUIREMENTS

All bids in response to this IFB must be submitted electronically via PlanetBids no later than the due date and time established on the cover page of this solicitation document. All bid documents must be signed and dated by an official authorized to legally bind the entity and enter into a contract. All bid documents shall be uploaded in PDF format.

It is the sole responsibility of the bidder to ensure sufficient time to prepare, scan, and upload documents into PlanetBids prior to the deadline, as the system will lock and not allow entry of bids after the designated deadline. Any technical questions regarding the use of PlanetBids must be directed to PlanetBids.

Failure to include all required Sections and Attachments may result in a bid being deemed nonresponsive. All bids shall include the following, at minimum:

Required Bid Sections

Company Certification and Personnel Verification – Certification, on company letterhead that the person submitting the bid is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If bidder is a corporation, certification should include a statement that corporation is in good standing with the California Secretary of State.

Subcontractor List (if applicable) – Include a list of subcontractors, if applicable, that will be utilized to complete the Scope of Work. Identify the subcontractor's qualifications and extent of work to be performed by each subcontractor. Include a summary of the subcontractor's qualifications, key personnel, primary contact name, phone number, and email.

The majority of the work required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the bid, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

Pricing and Bid Sheet

Bidders shall furnish all labor, materials, equipment, tools, supplies, transportation, supervision, and incidentals necessary to fully perform and complete the Scope of Work at their sole expense, unless otherwise expressly stated in this IFB. All pricing shall be completed and submitted on the form template included in Exhibit C – Bid Schedule.

Payment shall be based on actual quantities installed or delivered at the unit prices bid. Where lump sum items are included, such prices shall be deemed to include all costs necessary for full performance, including all labor, materials, overhead, and incidental costs. Permits, licenses, and fees required for performance of the work shall be obtained and paid for by the awarded bidder.

Quantities identified in this IFB are estimates only and are not guaranteed by the

City. The City shall not be obligated to purchase any minimum quantity.

Bidders shall include all applicable costs in their bid pricing, including labor, overhead, subcontractor costs (if applicable), and all direct expenses necessary to complete the Scope of Work. Any pricing submitted shall be complete and shall not be subject to additional charges not expressly included in the bid.

Federal taxes shall not be included in the bid price, as the City is exempt from federal excise tax. Applicable sales tax shall be included and clearly identified as a separate line item in the bid pricing.

The following costs shall not be allowed and shall not be reimbursable under the contract: fuel surcharges, mileage charges, fines, penalties, entertainment expenses, advertising costs, or any other costs not directly and expressly related to performance of the Scope of Work.

Required General Attachments attached as Exhibit A

- ☐ Bidder/Proposer Affidavit
- ☐ Affidavit of Non-Collusion and Non-Discrimination
- ☐ Affidavit of Non-Federal Lobbyist Requirement
- ☐ Debarment and Suspension Certification
- ☐ Certification of Compliance with Labor Code 3700
- ☐ Acknowledgment of Insurance Endorsements – Insurance requirements are outlined in Article 5.1 of the City's Public Works Agreement (Attached as Exhibit B)
- ☐ Contractor's Statement
- ☐ Client Reference List
- ☐ W9 (cover page only)
- ☐ Modifications to the City's Template Agreement (Attached as Exhibit B)
    - Bidders requesting modification(s) to the City's Template Agreement (Attached as Exhibit B) shall include a redlined version at the time of submission for the City's consideration.
    - Award shall be made to the lowest responsive and responsible bidder in accordance with applicable provisions of the Carson Municipal Code, unless otherwise stated in this IFB. Failure of the City and any bidder to reach a mutual agreement regarding the Contract or any other portions of the award, may result in the City moving to negotiation with another bidder.

F. QUESTIONS AND ADDENDA

Any requests for clarification or other questions must be submitted via PlanetBids using the "Q&A" tab no later than the date and time established on the cover page of this solicitation document. No verbal requests or requests made in any other format will be accepted.

Each question must be submitted separately, not combined into a single submission or written in paragraph form. Be sure to include the corresponding Section and page number with each question.

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's IFB and/or standard Public Works Agreement, must be included at the time of bid submission. Such requests should include an attachment in PDF format on company letterhead that shows the requested modifications.

The City will provide formal answers to all questions. Changes to the IFB itself shall only be made by the City via formal written addenda. Addenda will be published and distributed through the PlanetBids Vendor Portal. All addenda shall become a part of the IFB document requiring both signature and acknowledgement by the . It is the sole responsibility of the bidder to ensure that they have received the entire IFB including any questions, answers and addenda by visiting the City of Carson PlanetBids Vendor Portal.

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

G. PREVAILING WAGES REQUIREMENTS

It is the sole responsibility of the bidder to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The bidder shall include any associated labor costs accordingly in their bid.

Proposers must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Contractors are responsible for maintaining active DIR registration for the duration of the contract.

Pursuant to California Labor Code Section 1771, certain types of work, including but not limited to maintenance, installation, repair, or construction, may be considered public works and therefore subject to prevailing wage requirements as established by the DIR for the locality in which the work is performed, for each craft, classification, or type of worker required.

Prevailing wage determinations may be found on the DIR website at: http://www.dir.ca.gov/dlsr
If any portion of the work is deemed subject to prevailing wage, the contractor shall comply with all applicable requirements, including but not limited to:

- Paying not less than the applicable prevailing wage rates;
- Submitting certified payroll records to the DIR via the online portal;
- Complying with all DIR and Labor Code requirements regarding public works projects.

Failure to comply with prevailing wage requirements may result in penalties, withholding of payments, or contract termination.

H. BID OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All bids will be opened publicly by the Office of the City Clerk, via PlanetBids, on the date and time established. The award shall be pursuant to Carson Municipal Code ("CMC") Section 2610 Bidding Procedures for Purchase of Materials, Supplies, Equipment and Services, and applicable guidelines.

Once an award is determined, a Notice of Intent ("NOI") to Award will be issued via PlanetBids to all participants of this IFB. Bid protest procedures, if applicable, shall be pursuant to CMC Section 2613. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

No contract exists until the City Council has made the award, and the Agreement has been fully executed.

I. MINIMUM QUALIFICATIONS/ELIGIBILITY

To be considered responsive and responsible, bidders must meet the following minimum qualification and eligibility requirements set forth below. These requirements establish baseline eligibility only and are not intended to be exhaustive.

The City reserves the right to evaluate bidder responsibility in accordance with the CMC and applicable law. The City may consider any relevant information, whether or not specifically listed herein, in

determining whether a bidder is responsive and responsible and capable of performing the contract requirements.

Failure to demonstrate compliance with the minimum qualifications may result in rejection of the bid. Such qualifications will include, but are not limited to:

- ☐ Licensing Requirements: Contractor and any subcontractors must possess valid California Contractor licenses for the work required by this job, at minimum, contractor and any sub-contractors must possess:
    - ☐ Valid Backflow Assembly Certification ("Certified Backflow Tester") for Contractor and all subcontractors
    - ☐ California DIR Public Works Registration (Contractor)
    - ☐ C-36 License – Plumbing Contractor (or applicable contractor license for repairs)
    - ☐ C-16 License – Fire Protection Contractor (if working on fire line backflows)
    - ☐ Use of the applicable water purveyor-approved assemblies and the applicable water purveyor or testing procedures
- ☐ Insurance Requirements: Contractor must meet the insurance requirements outlined in the City's Insurance Checklist and Acknowledgement of Insurance Endorsements included in Exhibit A.
- ☐ Compliance with Local Business Requirements: The awarded contractor and subcontractors (if applicable) must be qualified to conduct business within the City of Carson, including maintaining a valid City business license and the required insurance coverage for the duration of the contract. A valid City business license and certificate of insurance are only required of the selected awardee and must be obtained prior to contract award. It is not required at the time of submission.

J. PREVAILING WAGE REQUIREMENTS

It is the sole responsibility of the bidder to carefully review the scope of work and determine whether any portion of the work is subject to prevailing wage requirements. The bidder shall include any associated labor costs accordingly in their submission.

Bidders and any subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5. Contractors are responsible for maintaining active DIR registration for the duration of the contract.

Pursuant to California Labor Code Section 1771, certain types of work, including but not limited to maintenance, installation, repair, or construction, may be considered public works and therefore subject to prevailing wage requirements as established by the DIR for the locality in which the work is performed, for each craft, classification, or type of worker required.

Prevailing wage determinations may be found on the DIR website at: http://www.dir.ca.gov/dlsr
If any portion of the work is deemed subject to prevailing wage, the contractor shall comply with all applicable requirement, including but not limited to:

- Paying not less than the applicable prevailing wage rates;
- Submitting certified payroll records to the DIR via the online portal;
- Complying with all DIR and Labor Code requirements regarding public works projects.

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

K. OTHER REQUIREMENTS

The City's standard form contract (Public Works Agreement) shall be used for this procurement and is incorporated herein by reference. All specific contractual terms and requirements are set forth in the City's form contract and applicable project specifications.

Prevailing Wage: Required in accordance with applicable provisions of the California Labor Code and Department of Industrial Relations (DIR) requirements.
Performance Bond: Required, 100%. Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total annual contract value, in a form acceptable to the City, to guarantee faithful performance of the Agreement. Performance Bonds are due by the successful bidder prior to contract execution.
Payment Bond: Not required.

The Contractor shall be responsible for the full and faithful performance of all work under this Agreement. The Contractor may not subcontract any portion of the work without prior written approval from the City's Contract Administrator. All proposed subcontractors must be identified in the bid submittal package. No substitution of subcontractors shall be permitted without the City's prior written consent.
The Contractor shall remain solely responsible for the performance, coordination, and quality of all subcontracted work, if approved.

ATTACHMENTS

1. Exhibit A – General Attachments (Required)
2. Exhibit B – City Template Contract Agreement (Required at submission, if requesting modifications)
3. Exhibit C – Bid Schedule (Required)

SCOPE OF SERVICES
IFB 26-19
CERTIFIED BACKFLOW TESTING AND REPAIRS

1. Overview

The Contractor shall provide certified backflow testing, inspection, reporting, repairs, and emergency response services for approximately 200 City-owned backflow prevention assemblies, including domestic, irrigation, and fire line devices. Work includes all labor, materials, tools, equipment, and documentation necessary to ensure each backflow prevention assembly is functioning in compliance with Golden State Water Company and California Water Service safety standards.

2. Categories of Assemblies

The City's inventory includes three (3) primary categories:

a. **Domestic Backflow Prevention Assemblies**
Domestic backflow assemblies protect the potable (drinking) water service entering a building or facility. These devices prevent water from the internal plumbing system – restrooms, sinks, kitchens, drinking fountains, and general service lines – from flowing backward into the City's public water supply.

b. **Irrigation Backflow Prevention Assemblies**
Irrigation backflow assemblies protect potable water used for landscaping irrigation systems, including parks, medians, sports fields, and landscaped City facilities. Since irrigation water becomes non-potable once it enters sprinkler lines, these assemblies prevent contaminated runoff, fertilizers, chemicals, and sediment-laden water from re-entering the City's drinking water system.

c. **Fire Line Backflow Prevention Assemblies (High-Risk Assemblies)**
Fire line backflow assemblies serve fire sprinkler and fire suppression systems. These devices prevent stagnant water, corrosion, scale, sediment, or fire-suppression additives from being drawn back into the potable water supply. They are typically large-diameter assemblies such as DCDA (Double Check Detector Assembly) or RPDA (Reduced Pressure Detector Assembly) and are considered high-risk due to their public safety implications.

The Contractor shall be fully qualified to test, maintain, repair, and replace all three (3) categories, including high-risk fire line assemblies.

3. Contractor and Technician Requirements

a. **Certifications and Licensing**
Contractor technicians must possess:
- Valid Backflow Tester Certification
- Current test kit calibration documentation
- Appropriate contractor licenses, including:
  - C-36 (Plumbing)
  - C-16 (Fire Protection) for fire line assemblies

b. **Documentation Required at Submission**
- Proof all technicians hold valid backflow tester certifications
- Proof of current test kit calibration from a certified lab
- Proof of required contractor licenses
- Evidence of at least three (3) years of municipal backflow experience

c. **Equipment and Identification**
- Contractor shall supply all tools, equipment, and test kits necessary for the contractor labor and services

- Test kits must be water-purveyor-approved
- Technicians must carry photo ID, certification, and be clearly identifiable
- Vehicles must have beacons/strobes when working in medians or traffic areas
- All OSHA / Cal-OSHA safety requirements must be followed

4. Domestic Backflow Requirements
The Contractor shall provide annual testing, inspection, certification, reporting, repairs, and replacements for all domestic backflow assemblies owned by the City. Testing shall comply with Golden State Water Company and California Water Service standards and environmental health requirements.

Domestic test reports must be submitted to the City within five (5) business days. All failed assemblies shall be reported to the City immediately with recommended corrective actions.

5. Irrigation Backflow Requirements
The Contractor shall perform annual testing, inspection, certification, and reporting for irrigation backflow assemblies across parks, landscaped medians, sports fields, public buildings, and other City sites. Testing shall comply with Golden State Water Company and California Water Service environmental health requirements.

Due to frequent outdoor placement, the Contractor must ensure proper safety procedures when working in medians, traffic areas, or sloped terrain. Reports must be submitted within five (5) business days. All failed assemblies shall be reported to the City immediately with recommended corrective actions.

6. Fire Line Backflow Requirements (High-Risk Assemblies)
The Contractor shall test, inspect, maintain and repair all fire line backflow assemblies including DCDA and RPDA devices. These assemblies are high-risk and must comply with NFPA 13/NFPA 25, the California Plumbing Code, and Golden State Water Company and California Water Service standards.

Fire line test reports must be submitted within forty-eight (48) hours. Failed assemblies shall be reported to the City immediately with recommended corrective estimates.

7. Repair Requirements
Repairs shall be performed by technicians holding appropriate contractor licenses: C-36 (Plumbing) for domestic and irrigation repairs, and C-16 (Fire Protection) for fire line system repairs. Minor repairs under $100 may be completed with City authorization; major repairs require a written quote.

a. Minor Repairs: Minor repairs are repairs that can be performed at the time of test and cost less than $100.00. Examples of this type of repair are cleaning surfaces and rubber repair kits and test cocks. The Contractor shall request authorization for any such repair prior to the commencement of work to the Contract Officer.
b. Major Repairs: All major repairs such as cracked assemblies or replacement of check values will be documented and turned over to the city staff for repair. The City may request the Contractor to perform the repair.

8. Replacement Requirements
The Contractor shall provide replacement services for domestic, irrigation, and fire line backflow prevention assemblies when testing or inspection identifies that a device is beyond repair or when required by the City. Replacement requirements include:

- Written Quote: Provide a written replacement quote within **48 hours** for domestic/irrigation assemblies and within **24 hours** for fire line assemblies.
- Coordinate all shutoffs and water service restoration with the City.
- Removal and Installation: Remove and properly dispose of the existing assembly and install a new assembly of the correct size and type (domestic, irrigation, DCDA, RPDA) approved by the City.
- Testing After Replacement: Perform initial testing immediately after installation and submit results within

the required timeframes.

- Restoration: Restore site conditions to equal or better than pre-work condition.
- Compliance: Ensure all installations comply with plumbing code, fire code, and Golden State Water/California Water service standards.

9. Failed Assemblies and Repairs

- Retesting: Reasonable efforts to retest (exercising valves, cleaning, etc.) shall not count as an additional test.

10. Safety and Compliance

- Work must be conducted during daylight hours
- Traffic control must follow Cal-Trans, MUTCD, and City Standards
- All OSHA/Cal-OSHA rules apply
- Median work requires proper warning devices, cones, and vehicle lighting

11. Cleanup

- The Contractor shall remove debris, packaging, removed parts, and materials daily
- Work areas must be left clean, sage, and in original or better condition

12. Reporting Requirements

- Test reports shall be submitted electronically within required timelines. Annual calibration certificates for testing equipment shall be provided.
- All failed assemblies must be documented with photos and recommended corrective actions.

[End Scope of Services]

CITY OF CARSON
BID REGISTER

City Clerk's Office
RECEIVED
6-11-26
10:00 a.m.

NAME OF PROJECT: *IFB 26-19 – ON-CALL CERTIFIED BACKFLOW TESTING, REPAIR, AND REPLACEMENT SERVICES*

BID OPENING DATE: *06-11-26* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Tactix Enterprises Inc.	Michael Neiendam Jr.	6/6/26 10:52 p.m.	—	$10,836.49	
2.	A.O. Reed & Co.	Martin Naranjo	6/11/26 9:50 a.m.	—	$28,314.00	
3.	Verne's Plumbing Inc.	Lawrence J. Verne	6/11/26 8:03 a.m.	—	$48,800.00	
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

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

Staff Present: Rica Robertson (Print Legibly) — RR (Initials)

City Clerk: [signature], Deputy City Clerk (Signature)

PlanetBids Opened By: Elaine Bedwell (Print Legibly) — E B (Initials)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
A.O. REED & CO., LLC

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 A.O. REED & CO., LLC, a California limited liability company ("**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 **"IFB 26-19: On-Call Certified Backflow Testing, Repair, and Replacement Services"** ("**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 **One Hundred Forty One Thousand Five Hundred Seventy Dollars and Zero Cents ($141,570.00)** (**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 commence working on the Project within five (5) calendar 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, and continue thereafter for a period of five (5) years. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply.

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:

Martin Naran_____	Vice President, Service_____
(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 Freddy Loza, Public Works Superintendent or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

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

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONTRACTOR:

A.O. REED & CO., LLC, a California limited liability company

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 4777 Ruffner Street
San Diego, CA 92111

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 CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT A

CONTRACTOR'S BID

ON-CALL CERTIFIED BACKFLOW TESTING, REPAIR, AND REPLACEMENT SERVICES

All costs should be in U.S. dollars. Failure to complete this Cost File may result in disqualification. Bidders may attach additional sheets as necessary. Cost Files shall be submitted as a standalone document. All amounts and totals in the Cost File will be subject to verification by the City. If the unit price and the total amount named by a bidder for any items are not in agreement, the unit price alone, will be considered as representing the bidder's intention and the total will be corrected to conform thereto.

Item Description	Unit	Year 1 - Cost	Year 2 – Cost	Year 3 – Cost	Year 4 – Cost	Year 5 – Cost
Backflow Test (Per Device)	Per Device	$ 80.00	$ 83.00	$ 86.00	$ 89.00	$ 92.00
Repair of Backflow – 0.5" to 1.25"	Per Device	$ 470.00	$ 494.00	$ 519.00	$ 545.00	$ 573.00
Repair of Backflow – 1.5" to 2.0"	Per Device	$ 633.00	$ 665.00	$ 699.00	$ 734.00	$ 771.00
Repair of Backflow – 2.5" to 3.0"	Per Device	$ 749.00	$ 787.00	$ 827.00	$ 869.00	$ 913.00
Repair of Backflow – 4.0" to 6.0"	Per Device	$ 1311.00	$ 1377.00	$ 1446.00	$ 1519.00	$ 1595.00
Repair of Backflow – 8.0" to 10.0"	Per Device	$ 1584.00	$ 1664.00	$ 1748.00	$ 1836.00	$ 1928.00
Emergency Repair Work	Per Hour	$ 180.00	$ 186.00	$ 192.00	$ 198.00	$ 204.00
Additional Fees (Specify)	Per Hour	$ 125.00/W.O.	$ 129.00/W.O.	$ 133.00/W.O.	$ 138.00/W.O.	$ 143.00/W.O.
TOTALS	Per	$ 5132.00	$ 5385.00	$ 5650.00	$ 5928.00	$ 6219.00

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, **A.O. Reed & Co., LLC, a California limited liability company,** 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 One Thousand Five Hundred Seventy U.S. Dollars and Zero Cents ($141,570.00)**. 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, **A.O. Reed & Co., LLC, a California limited liability company,** 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 **One Hundred Forty One Thousand Five Hundred Seventy U.S. Dollars and Zero Cents ($141,570.00)**. 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

Tuesday, September 1, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BREEN DESIGN GROUP FOR ON-CALL ARCHITECTURAL AND DESIGN SERVICES IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT'S ENGINEERING DIVISION (CITY COUNCIL)

I. SUMMARY

The Engineering Division of the Public Works Department manages the design and delivery of the City's Capital Improvement Program (CIP), including transportation and infrastructure projects supported by state, federal, and regional funding. To supplement City staff and efficiently advance these projects, the City uses on-call professional architectural and design services. An on-call agreement allows the City to obtain specialized professional services as needed while maintaining continuity as projects move from planning and design through bidding and construction.

In September 2022, the City Council approved a three-year Professional Services Agreement with Breen Design Group (Breen) to provide on-call architectural services for an amount not to exceed $900,000, with an option to extend the agreement for one additional year (Exhibit No. 1). On September 2, 2025, the City Council approved Amendment No. 1, extending the agreement for one year and increasing the authorized contract amount by $300,000, resulting in a total amount not to exceed $1,200,000 (Exhibit No. 2).

Since the agreement was established, Breen has provided professional design services for City projects including the Victoria Transit Center (PW1780) and the Streetscape Master Plan for the Carson/Avalon Median Landscape Improvements (PW1801). As these projects have advanced, the available funding capacity under the existing agreement has been substantially committed. Additional professional services are now needed to complete the remaining phases of the Victoria Transit Center project. These services include completion of off-site improvements, assistance during the competitive bidding process, construction administration, coordination with California State University, Dominguez Hills regarding the Mobility Hub, geotechnical investigations to evaluate subsurface soil conditions, and other technical coordination necessary to advance the project through construction. These services continue work already authorized under the existing agreement and are intended to maintain continuity as the project moves from design toward construction.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 2 to the Professional Services Agreement with Breen. The proposed amendment would extend the agreement for an additional 18 months, through June 30, 2028, and increase the authorized contract amount by $409,000, resulting in a revised total amount not to exceed $1,609,000 (Exhibit No. 3). The proposed amendment does not authorize new project assignments. Rather, it provides the additional time and contract capacity necessary for Breen to complete professional services associated with work already authorized under the existing agreement, particularly the Victoria Transit Center project. This approach will maintain continuity with the existing design team and help avoid unnecessary delays as the project advances toward bidding and construction.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 2 to the Professional Services Agreement with Breen Design Group for on-call professional architectural and design services, extending the agreement for an additional eighteen (18) months and increasing the contract amount by $409,000, for a revised total contract amount not to exceed $1,609,000; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 2 with Breen Design Group, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE proposed Amendment No. 2 to the Professional Services Agreement with Breen Design Group.
2. TAKE any other action the City Council deems appropriate, consistent with the requirements of applicable law.

IV. BACKGROUND

On June 16, 2026, the City Council approved the City's Five-Year Capital Improvement Program (CIP), which establishes the City's planned investments in streets, transportation infrastructure, parks, public facilities, and other community improvements. The adopted Fiscal Year 2026-27 CIP includes approximately $148 million in funded projects, reflecting a significant level of investment in the City's infrastructure and public facilities.

To help deliver this work efficiently, the Public Works Department uses on-call professional architectural and design consultants to supplement City staff as individual projects move through planning, design, bidding, and construction. An "on-call" agreement allows the City to assign work to a previously selected and qualified consultant as services are needed, rather than conducting a separate consultant selection process for each individual assignment. This provides flexibility, maintains continuity between project phases, and can reduce delays in advancing projects toward construction.

In September 2022, the City Council approved a three-year Professional Services Agreement with Breen Design Group (Breen) to provide on-call architectural and related design services for an amount not to exceed $900,000. On September 2, 2025, the City Council approved Amendment No. 1, extending the agreement through December 31, 2026, and increasing the total authorized contract amount by $300,000, from $900,000 to $1,200,000. Since the agreement was established, Breen has provided professional design services for several City assignments, including the Victoria Transit Center and the Streetscape Master Plan for the Carson/Avalon Median Landscape Improvements. As these projects have advanced, the available funding capacity under the existing agreement has been substantially utilized.

VICTORIA TRANSIT CENTER

Additional professional services are now required to advance the Victoria Transit Center through its remaining design and implementation phases. The proposed work includes completion of off-site improvements associated with the project, including traffic signal improvements, roadway turn pockets, accessible pedestrian improvements, and pavement striping. The additional scope also includes support during the competitive bidding process and construction, coordination with California State University, Dominguez Hills (CSUDH) regarding the Mobility Hub, geotechnical investigation to evaluate subsurface soil conditions, and other technical and on-site coordination necessary to complete the project.

These services are a continuation of Breen's previously authorized work on the Victoria Transit Center and are necessary to move the project from its current design stage toward bidding and construction. The proposed amendment does not establish a new project assignment; rather, it provides the additional contract capacity and time necessary to complete work associated with an existing City project. Maintaining continuity with the existing design consultant at this stage also allows the City to retain the project knowledge developed during earlier phases of design and avoid potential delays and duplication of effort that could result from transitioning the remaining work to a new consultant.

Funding for the additional Victoria Transit Center professional services is available through the City's Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro). Measure R provides transportation funding for eligible projects and improvements throughout Los Angeles County. Accordingly, the additional services proposed under Amendment No. 2 will support continued delivery of an existing transportation project using funds designated for eligible transportation improvements.

PROPOSED AMENDMENT NO. 2

Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with Breen Design Group. The proposed amendment would extend the agreement for an additional 18 months, through June 2028, and increase the authorized contract amount by $409,000, resulting in a revised total contract amount not to exceed $1,609,000. The additional time and contract capacity will allow Breen to complete the remaining professional services associated with the Victoria Transit Center and provide continuity as the project advances from final design through bidding and construction. Approval will also help avoid unnecessary project delays associated with changing consultants during an advanced stage of project development.

Section 2611(m)(3) of the Carson Municipal Code generally requires additional solicitation when a proposed contract amendment exceeds $75,000, unless the amendment qualifies as a change order under Section 2601(d) of the Carson Municipal Code. The proposed Amendment No. 2 qualifies as a change order because the additional cost results from reasonably unforeseen circumstances encountered in carrying out services within the original scope of the agreement. The additional services are related to and necessary for completion of work already being performed under the existing agreement rather than an unrelated new assignment. Accordingly, a new competitive solicitation is not required for this amendment.

Approval of the proposed Amendment No. 2 will provide the professional design and technical support necessary to continue advancing the Victoria Transit Center toward construction while maintaining continuity with the consultant already responsible for the project's design. Consequently, staff recommends that the City Council approve the proposed Amendment No. 2 to the Professional Services Agreement with Breen Design Group, extending the agreement through June 2028 and increasing the contract amount by $409,000, for a revised total amount not to exceed $1,609,000.

V. FISCAL IMPACT

Funding for the additional professional design services proposed under Amendment No. 2 is available through the City's Measure R Funding Agreement with the Los Angeles County Metropolitan Transportation Authority (Metro). Measure R transportation funds allocated to the Victoria Transit Center are sufficient to cover the additional $409,000 requested under the amendment. Approval of the proposed Amendment No. 2 would increase the agreement with Breen Design Group from $1,200,000 to a total amount not to exceed $1,609,000. The additional costs will be funded through Measure R Account No. 260-99-999-904-6004. Accordingly, no additional General Fund appropriation is required, and approval of the amendment is not anticipated to have an impact on the City's General Fund.

VI. EXHIBITS

1. Breen Design Group Original Contract
2. Breen Design Group Contract Amendment No. 1
3. Proposed Breen Design Group Contract Amendment No. 2

Attachments

1. Breen Design Group Original Contract
2. Breen Design Group Contract Amendment No. 1
(Breen Design Group) Amendment No. 2.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

BREEN DESIGN GROUP, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
BREEN DEISGN GROUP, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and BREEN DESIGN GROUP, INC., a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Qualifications, 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 **Nine Hundred Thousand Dollars ($900,000)** for the Term (the "Contract Sum"), and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4, unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Christopher J. Smith	Principal-in-Charge
(Name)	(Title)
Celina Garcia	Project Architect/Project Manager

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

4.4 Independent Consultant.

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

City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include

coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

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

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

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

5.2 General Insurance Requirements.

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

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

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful

misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment

to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court

allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless

the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes

Lula Davis-Holmes, Mayor

ATTEST:

K. Bradshaw

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

BREEN DESIGN GROUP, INC., a California corporation

By: _____
Name: Paul Breen
Title: CEO / President

By: _____
Name: ANITA JOBOLS
Title: CFO
Address: 1983 W. 190th St., Suite 200
Torrance, CA 90504

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

BREEN DESIGN GROUP, INC., a California corporation

By: _____
Name: Paul Breen
Title: CEO / President

By: _____
Name: ANITA JABOLS
Title: CFO
Address: 1983 W. 190th St., Suite 200
Torrance, CA 90504

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 9/8, 2022 before me, NAYEEM KHAN, NOTARY PUBLIC personally appeared PAUL BREEN, ANITA DABOLS, 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: _____

NAYEEM KHAN
Notary Public - California
Los Angeles County
Commission # 2327079
My Comm. Expires May 2, 2024

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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 _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. On an on-call basis, Consultant will perform Architect Services generally described in this Scope of Services. The Architect Services will generally relate to implementing various City capital improvement projects which may involve City Hall, Corporate Yard, Community Center, City park facilities, and other City-owned facilities. Consultant may be involved in developing projects from the conceptual planning stage to project closing, or at any stage in between, and may be involved in workshops and presentations to the public, City Commissions and City Council. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant shall be selected to provide services on a project-specific Task Order.

II. When the City requests proposals from on-call architects (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant's on-call Architect Services may include, but are not limited to, the following:

A. Condition assessments (estimate of remaining service life and code compliance reviews), investigation, analysis and recommendation(s) for repair/replacement of existing building envelope components including, but not limited to, roofs, windows, doors, gutters, sidings, HVAC systems, and all other MEP systems.

B. Architectural design and related engineering services for new building construction, building renovations (interior and exterior), and building demolition.

C. Preparation of estimates, schedules, plans and specifications for Public Works projects, including cost estimates and schedules during various stages of project development.

D. Provide support services in other disciplines as required to accomplish primarily architectural task orders, including, but not limited to:

1. Electrical
2. Mechanical
3. Plumbing
4. Cost Estimating
5. Surveying

6. Geotechnical

7. Other support service tasks, as the Contract Officer deems necessary

E. Bidding support services.

F. Construction management services.

G. Record drawing production from Contractor-provided redlines.

H. Cost estimates and schedules during various stages of project development.

I. Peer and constructability review of design and bid document review and analysis.

J. Field investigations and surveying.

K. Feasibility studies, development planning, marketing analysis, evaluation, and assessments.

L. Grant opportunities for Public Works projects.

M. Coordinate and/or obtain approvals from various private and public agencies.

N. Public meetings, workshops and presentations.

O. Project-related reports.

P. Environmental documents and permit compliance.

Q. Utility research and coordination.

R. Provide architectural support in the City of Carson's Public Works Master Plan.

S. Additional services generally associated with architectural services and building engineering services and systems.

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

A. Each task shall be indicated by a written request (Task Order) produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for

completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

V. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Project studies

B. Preliminary designs

C. Construction plans and specifications

D. Project Estimates

E. Research results

F. Grant information and application

G. Photos

H. Conceptual plans

I. Inspection Reports and field reports

J. All other related items the City deems necessary for the project

VI. 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.

VII. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Paul Breen, CEO & President, EOR

B. Christopher J. Smith, Principal-in-Charge

C. Celina Garcia, Project Architect/Project Manager

D. Eduardo Cespedes, Design Architect

E. Patrick Souza, Senior Project Manager

F. May Enriquez, Designer

G. Des Mahoney, Vice President – EOR

H. Russell A. Johnson, Director of Mechanical Department

I. Joper Tupas, Plumbing Engineer/Project Manager

J. Cliff van Kuilenburg, Lead Electrical Designer

K. Salvador Gutierrez, Electrical Designer

L. James Gorbin, Director of Structural Engineering – EOR

M. Marlo Abantao, Civil Engineer – EOR

N. Approved subconsultant – Cost Estimator: John Mauk, Regional Estimating Manager, O'Connor Construction Management, Inc. ("OCMI")

O. Approved subconsultant – Landscape: Jeff Woo Kim, Principal, Cornerstone Studios, Inc.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(deletions shown in ~~strike through~~ and additions shown in ***bold and italics***)

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 submitted in response to City's RFP No. 22-018,*** ~~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***proposal 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 subconsultants* 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 subconsultant.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant 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 subconsultants 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 Subconsultants. For every subconsultant who will perform work under this Agreement, Consultant shall be responsible for such subconsultant'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 subconsultant for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultants' compliance, including without limitation, conducting a review of the certified payroll records of the subconsultant on a periodic basis or upon becoming aware of the failure of the subconsultant to pay its workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subconsultant.

*As used in this Agreement, the terms "subconsultant" and "subcontractor" shall be synonymous and interchangeable in referring to persons or entities with whom Consultant subcontracts for the performance of services required pursuant to this Agreement."

III. Section 2.2, Method of Compensation, of the Agreement shall be amended as follows:

"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 ***(b)*** ~~(c)~~ the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation."

IV. Section 3.1, Time of the Essence, of the Agreement shall be amended as follows:

"3.1 Time of Essence.

Time is of the essence in the performance of this Agreement. ***In addition, upon issuance of a Notice to Proceed on a Task Order, time is of the essence in the performance of the Task Order's Scope of Work or Scope of Services.***"

V. Section 3.4, Term, of the Agreement shall be amended as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three***

(3) ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") ***(the "Term"). The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.***"

VI. Section 5.3, Indemnification, of the Agreement shall be amended as follows:

"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 ***subject to the statutory limits set by California Civil Code Section 2782.8*** ~~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."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. 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 $900,000 for the initial three-year Term of this Agreement, and $300,000 for the Extension Term, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."

V. Consultant's billing rates for Services are attached as Exhibit C-1. To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.

EXHIBIT "C-1"

CONSULTANT'S BILLING RATES FOR SERVICES

I. Consultant's billing rates for the Term are as follows:

Work shall be compensated on an hourly basis at the rates listed below, where not agreed upon lump sum basis contract is in effect. Unless otherwise stated, these shall be maintained throughout the term of the contract.

Personnel	Billing Rate
Principal	$300/hr
Department Head	$250/hr
Senior Architect / Engineer	$225/hr
Project Manager	$200/hr
Architect / Engineer / Job Captain	$175/hr
Architectural / Engineering Designer	$150/hr
Revit Drafter	$140/hr
Junior Architect / Designer	$135/hr
CAD Drafter	$120/hr
Project Assistant / Coordinator	$100/hr
Clerical	$90/hr

Reimbursable expenses shall be billed on the basis of cost plus 15%, unless prepaid by Client, for items such as the following:

- Expenses incurred for plotting and printing for all drawings except for in house use.
- Fees paid for securing approvals of documents prepared by BEI, and its consultants, by authorities having jurisdiction over the Project. (Plan Check Fees)
- Fees and expenses for special consultants not included in the Scope of Work and for other services and data furnished on behalf of the Client.
- Expenses for express mail, delivery charges, reproduction of construction documents and technical reports.
- All travel and travel related expenses outside of Los Angeles and Orange Counties.

The provisions of Consultant's proposal related to the following shall not be deemed applicable to nor included within this Agreement: (1) payment for overtime work at increased rates; (2) timing for payment of invoices; and (3) finance charges for late payments or unpaid balances.

II. Approved subconsultant OCMI, Inc.'s hourly billing rates for the Term are as follows:

	TITLE	HOURLY RATE
EXECUTIVE:	*Principal*	$285
	Director	$265
	Project/Construction Executive	$235
	Associate Director	$225
MANAGEMENT:	*Program Manager/PMCM Manager*	$250
	Cost Manager	$187
	Scheduling Manager	$187
	Project Controls Manager	$192
SENIOR PROFESSIONAL:	*Senior Constructability Reviewer*	$225
	Senior Project/Construction Manager	$182
	Senior Estimator	$182
	Senior Scheduler	$182
	Senior Project Controls Engineer	$182
	Senior Software Engineer	$182
PROFESSIONAL:	*Constructability Reviewer*	$175
	Project/Construction Manager	$167
	Quality Assurance	$157
	Cost Estimator II	$162
	Cost Estimator I	$152
	Scheduler II	$162
	Scheduler I	$152
	Project Controls Engineer	$152
	Software Engineer	$152
	Assistant Project/Construction Manager	$152
	Data Engineer/Analyst	$132
	Project Engineer	$132
	Document Control Specialist	$97
	Administrative Assistant	$82

III. Approved subconsultant Cornerstone Studios, Inc.'s hourly billing rates for the Term are as follows:

CORNERSTONE STUDIOS

2021 Billing Rate Schedule

CLASSIFICATION	RATE
Principal	$ 140
Project Manager	$ 125
Landscape Inspector	$ 110
Landscape Architect	$ 105
Senior Landscape Designer	$ 95
Junior Landscape Designer	$ 85
Administrative	$ 70

REIMBURSABLE EXPENSES

• Mileage	Prevailing Federal Rate
• Delivery, Freight, Courier	At Cost
• Agency Fees	At Cost
• Reproduction	At Cost
• Presentation materials	At Cost
• In House Computer Plotting	$1.50/SF

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Throughout the Term, Consultant shall provide Services on an on-call basis as set forth in Exhibit A.

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 1") by and between the CITY OF CARSON, a California municipal corporation ("City") and BREEN DESIGN GROUP INC., a California corporation ("Consultant"), is effective as of the 12 day of ~~August,~~ September 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to provide City professional architecture services on an on-call basis for a three year term commencing January 1, 2023 and expiring December 31, 2025, for $900,000.00, with an additional option to extend by one year for a not to exceed compensation of $300,000 for the extension term.

B. Since commencement of the Term, Consultant has been selected and tasked to provide architectural design services for several projects, including the design of transit center planned for Victoria Street, on the California State University, Dominguez Hills campus and median landscaping projects within the City.

C. The Parties now wish to amend the Agreement to extend the Term by one year and increase the contract amount by $300,000, raising the total Contract Sum from $900,000.00 to $1,200,000.00, to cover the additional cost of services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in strikethrough font).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Two Hundred Thousand Dollars ($1,200,000)*** ~~Nine Hundred Thousand Dollars ($900,000)~~ for the Term (the "Contract Sum"), and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4, unless additional compensation is approved pursuant to Section 1.8."

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***four*** ~~three~~ (***4***~~3~~) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term"). ~~The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.~~"

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

"The total compensation for the Services shall not exceed ***$1,200,000*** ~~$900,000~~ for the ***four*** ~~initial three~~ year Term of this Agreement~~, and $300,000 for the Extension Term.~~ as provided in Section 2.1 of this Agreement.~~, and as amended in Exhibit "B."~~"

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

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

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

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

5. Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONSULTANT:

BREEN DESIGN GROUP INC.,
a California corporation

By: 09/03/2025
Name: Paul Breen PE
Title: CEO / President

By:
Name: Dace Dabols-Reimanis
Title: CFO

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

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and BREEN DESIGN GROUP INC., a California corporation ("Consultant"), is effective as of the __ day of _____, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2023 ("Agreement"), whereby Consultant agreed to provide City on-call professional architecture services for a three year term commencing January 1, 2023 and expiring December 31, 2025, for a total not-to-exceed Contract Sum of $900,000, with an option to extend the Term by one (1) year for a not-to-exceed compensation of $300,000 for the extension term.

B. City and Consultant entered into an amendment to the Agreement dated September 12, 2025 ("Amendment No. 1"), to exercise its option to extend the Term by one (1) year and increase the total compensation by $300,000, thereby bringing the total not-to-exceed Contract Sum from $900,000 to $1,200,000, to cover the additional cost of services since the Consultant has been selected and tasked to provide architectural design services for several projects, including the design of transit center planned for Victoria Street, on the California State University, Dominguez Hills campus and median landscaping projects within the City.

C. City and Consultant now desire to amend the Agreement to extend the Term by 18 months, expiring June 30, 2028, and increase the total compensation by $409,000, bringing the total not-to-exceed Contract Sum from $1,200,000 to $1,609,000, to cover the additional cost of services for Victoria Street, on the California State University, Dominguez Hills campus.

D. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

E. This Amendment No. 2 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

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

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Six Hundred and Nine Thousand Dollars ($1,609,000)*** ~~One Million Two Hundred Thousand Dollars ($1,200,000)~~ for the Term (the "Contract Sum"), ~~and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4,~~ 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 ***five*** ~~four~~ (***5***~~4~~) years ***and six (6) months*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term")."

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

"The total compensation for the Services shall not exceed ***$1,609,000*** ~~$1,200,000~~ for the ***five*** ~~four~~ year and ***six (6) months*** Term of this Agreement, as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 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.

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 City that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

7. Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks]

CONSULTANT:

BREEN DESIGN GROUP INC.,
a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE AGREEMENT WITH TOTUM CORP. FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CITY COUNCIL)

I. SUMMARY

The City previously entered into an on-call professional services agreement with Totum Corp. (Totum) to provide construction management and inspection services in support of the Public Works Department's Capital Improvement Program (CIP). These services provide professional oversight during construction to help ensure City projects are completed in accordance with approved plans, quality standards, schedules, and other project requirements.

In 2023, the City Council approved an approximately two-and-one-half-year agreement with Totum for an initial amount not to exceed $482,635. The agreement originally extended through June 30, 2026, and included two optional one-year extensions that could be exercised by the City if continued services were needed.

The agreement has since been amended three times as the City's level of construction activity increased and project schedules were extended. These amendments increased the total authorized contract amount to $1,482,635 and extended the agreement through December 30, 2026. Since approval of the previous amendments, staff has continued to evaluate the schedules and remaining construction activities for projects supported by Totum. This review determined that additional time and contract capacity are needed to maintain construction oversight through completion of the remaining work, particularly at Carriage Crest Park.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 4 to extend the agreement for an additional six months, through June 2027, and increase the contract amount by $275,000, resulting in a revised total amount not to exceed $1,757,635. The proposed amendment does not authorize new project assignments or expand Totum's role to additional City projects. Rather, it provides the additional time and funding capacity necessary for Totum to complete construction management and inspection services for work already authorized under the existing agreement. Maintaining these services through project completion will provide continuity of oversight and help ensure that the remaining construction is completed safely, efficiently, and in accordance with the City's approved plans and project requirements.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 4 to the Contract Services Agreement with Totum Corp. for on-call Construction Management and Construction Inspection services, extending the agreement for an additional six (6) months, through June 2027, and increasing the contract amount by $275,000, for a revised total contract amount not to exceed $1,757,635; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 4 with Totum Corp., subject to approval as to form by the City Attorney.

III. ALTERNATIVES

DO NOT APPROVE proposed Amendment No. 4 to the Contract Services Agreement with Totum Corp.

IV. BACKGROUND

The City's Public Works Department is responsible for implementing the Capital Improvement Program (CIP), which is the City's multi-year plan for investing in public infrastructure and facilities. The CIP includes projects such as street and roadway improvements, parks, City buildings and facilities, bicycle and pedestrian improvements, and stormwater infrastructure that helps manage rainwater and protect local waterways.

In recent years, both the number and complexity of City capital projects have increased. To supplement City staff and provide specialized expertise when needed, the City uses qualified consulting firms to assist with construction management and inspection services. These services provide day-to-day oversight during construction and help the City confirm that projects are being built safely, according to approved plans and specifications, and in compliance with applicable requirements. Construction management and inspection consultants also monitor construction progress, coordinate with contractors, engineers, and City staff, document work performed, identify and help resolve construction issues, and assist the City in managing project schedules and costs.

ORIGINAL AGREEMENT AND PREVIOUS AMENDMENTS

In July 2023, the City issued a competitive Request for Proposals (RFP) seeking qualified consulting firms to provide construction management and inspection services on an as-needed basis for various City projects. Following the City's evaluation process, on November 21, 2023, the City Council approved a Professional Services Agreement with Totum Corp. (Totum) for an initial amount not to exceed $482,635. Since that time, Totum has provided construction management and inspection services for several significant City facility and park improvement projects, including Foisia Park (PW1610), Carriage Crest Park (PW1368), City Hall Restroom and Kitchenette Renovations (PW1786), and the Community Center Coiling Wall project (PW1632).

As these projects progressed and additional construction oversight became necessary, the City approved several amendments to the agreement. In January 2025, the City Council approved Amendment No. 1, adding $400,000 and increasing the total contract amount to $882,635. In July 2025, the City Council approved Amendment No. 2, adding another $350,000 and increasing the total authorized contract amount to $1,232,635. On May 4, 2026, the City entered into Amendment No. 3, which extended the agreement by six months, through December 30, 2026, and added $250,000, increasing the total authorized contract amount to $1,482,635. Amendment No. 3 also revised the agreement's two remaining extension options. The first option was changed to a six-month extension, with an associated amount not to exceed $100,018.50, while the second option remained available for an additional one-year period.

NEED FOR ADDITIONAL SERVICES

Although several of the projects supported under the agreement have progressed or been completed, construction at Carriage Crest Park remains underway and requires continued construction management and inspection services through completion. During construction at Carriage Crest Park, the project encountered several conditions that were not reasonably anticipated during the design phase. These included conflicts with existing underground utilities; larger-than-anticipated quantities of existing asphalt and concrete requiring additional demolition; weather-related impacts; the addition of closed-circuit television (CCTV) infrastructure; and other site conditions that became known only after construction began.

These conditions required additional coordination among the contractor, engineers, consultants, and City staff. In some cases, construction activities also had to be resequenced or adjusted to address conditions encountered in the field. Combined with construction progressing more slowly than originally anticipated, these issues extended the overall project schedule beyond the timeframe initially expected. Continued construction management and inspection are important during this extended construction period. Totum provides the City's on-site oversight and helps verify that the remaining work is completed in accordance with the approved plans, applicable safety and quality requirements, and the City's expectations. Maintaining this oversight through project completion also provides continuity because Totum is already familiar with the project, its construction history, and the issues encountered to date. Because the construction period has been extended and additional coordination and oversight have been required, the remaining funding available under the existing agreement is not sufficient to continue Totum's services through completion of the Carriage Crest Park project.

PROPOSED AMENDMENT NO. 4

Consequently, staff recommends that the City Council approve the proposed Amendment No. 4 to the agreement with Totum. The proposed amendment would exercise the City's first option to extend the agreement for an additional six months and would increase the total contract authorization by $275,000, from $1,482,635 to a revised amount not to exceed $1,757,635 (Exhibit No. 2). The additional contract authority is intended to provide sufficient capacity for Totum to continue providing construction management and inspection services necessary to support the remaining Carriage Crest Park construction through completion. Approval of the proposed Amendment No. 4 will allow the City to maintain continuity of construction oversight, respond to remaining field conditions as they arise, and help ensure that the project is completed safely and in accordance with the City's approved plans, specifications, quality standards, and project requirements. Accordingly, staff recommends approval of the proposed Amendment No. 4 to provide the additional time and contract capacity necessary to continue these services and support the successful completion of the Carriage Crest Park project.

V. FISCAL IMPACT

Approval of the proposed Amendment No. 4 would increase the Totum Corp. agreement by $275,000, resulting in a revised total contract amount not to exceed $1,757,635. Funding for the proposed amendment is already included in the City’s adopted Fiscal Year 2026-27 General Fund budget within the Engineering Professional Services Account No. 101-80-820-101-6004. This account provides funding for outside professional consulting services that support City engineering and construction projects. Because sufficient funding has already been included in the adopted budget, no additional General Fund appropriation is requested as part of this action.

VI. EXHIBITS

1. Totum Corp. Original Contract
2. Totum Corp. Contract Amendment No. 4

Attachments

1. Totum Corp. Original Contract
2. Totum Corp. Contract Amendment No. 4

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

TOTUM CORP

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
TOTUM CORP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 19th day of December, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and TOTUM CORP, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Danny Kaye, CCM PMP, LEED AP	Principal CM-in-Charge
(Name)	(Title)

Giulio Zavolta	CEO
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

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:

_____

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TOTUM CORP,
a California corporation

By:_____
Name: DANNY KAYE
Title: PRESIDENT

By:_____
Name: GIULIO ZAXOLTA
Title: CEO/SECRATARY
Address: 15130 Ventura Blvd, Unit A
Sherman Oaks, California 91403

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.

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

TOTUM CORP,
a California corporation

By:_____
Name: DANNY KAYE
Title: PRESIDENT

By:_____
Name: GIULIO ZAXOLTA
Title: CFO
Address: 15130 Ventura Blvd, Unit A
Sherman Oaks, California 91403

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

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

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

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.

17. Coordinate construction activities with City's Public Works Maintenance Department.

18. Coordinate and oversee public notifications and public inquiries.

19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.

20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).

21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.

22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.

23. Confirm delivery and storage of all materials, supplies, and equipment.

24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.

25. Ensure that the Prime/General Contractor has an appropriate safety program in place.

26. Recommend the accrual and assessment of Liquidated Damages as necessary.

27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.

28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.

2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.

3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.

20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.

21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.

22. Evaluate completion of work and recommend to City when work is ready for final inspection.

23. Conduct final inspection/walk-through with City staff.

24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

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

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. **In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:**

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

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

VI. **Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:**

A. Danny Kaye,Principal, Sr. Construction Project Manager

B. Alejandro Pinel, Construction Project Manager

C. Patrick Lappin, Sr. Construction Project Manager

D. Sandra Gonzalez, Sr. Project Manager

E. Ethan Erickson, Project Engineer

F. Henry Graves, QA/QC

G. Koury, Subcontractor, Inspection/Lab Testing

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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

I. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

"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~~ ***in conformance with such standards***. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more ~~first-class~~ ***professional*** firms performing similar work under similar circumstances."

II. Section 1.5 (Familiarity with Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.5 Familiarity with Work.

By executing this Agreement, Consultant ***represents*** ~~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 ***represents*** ~~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."

III. 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."

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

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

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

"4.5 Prohibition Against Subcontracting or Assignment

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

VI. The first paragraph of Section 5.3 (Indemnification) of the Agreement is hereby amended to read in its entirety as follows:

"5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, ***and*** 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 ***to the extent*** 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:"

VII. Section 8.2 (Conflict of Interest) of the Agreement is hereby amended to read in its entirety as follows:

"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 ***represents*** ~~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."

VIII. A new Section 9.8 (No Third-Party Beneficiaries) is hereby added to the Agreement, to read in its entirety as follows:

"***9.8 No Third-Party Beneficiaries.***

All services provided by Consultant are for the sole use and benefit of City. Except as expressly provided for in this Agreement, nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant or City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$192,270.00*
July 1, 2025 through June 30, 2026:	$196,115.00*
Total:	$482,635.00

July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038 (extension period)*

*Amount reflects 2% increase from prior year.

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

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

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

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

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

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

IV. **The total compensation for the Services shall not exceed $482,635.00 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
BILLING RATES

Principal/Construction Manager	$195/hour
Senior Construction Manager	$195/hour
Construction Manager	$145/hour
Assistant Construction Manager	$125/hour
Project Engineer	$110/hour

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.**

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 4 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 4") by and between the CITY OF CARSON, a California municipal corporation ("City") and TOTUM CORP, a California corporation ("Consultant"), is effective as of the 1st day of September, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 19, 2023 ("Agreement") whereby Consultant agreed to provide City construction management and inspection services on an on-call basis for a two and one-half year Term commencing January 1, 2024 and expiring June 30, 2026, for a total not-to-exceed Contract Sum of $482,635 with two (2) one-year options to extend the Term.

B. Since commencement of the Term, Consultant has been selected and tasked to oversee the construction of Foisia Park and Carraige Crest Park ("Additional Services"), and as such, an additional $400,000 was allocated to this Agreement to allow Consultant to perform such services through June 30, 2025.

C. City and Consultant entered into an amendment to the Agreement dated January 21, 2025 ("Amendment No. 1") to specifically prescribe the Additional Services for an increase in total compensation of $400,000, thereby bringing the not-to-exceed Contract Sum from $482,635 to $882,635.

D. City and Consultant entered into an amendment to the Agreement dated July 1, 2025 ("Amendment No. 2") to increase the total compensation by $350,000 thereby bringing the not-to-exceed Contract Sum from $882,635 to $1,232,635 to cover the additional cost of services. These services include continued oversight of the project's implementation in accordance with the approved plans and specifications, adherence to construction schedules, compliance with City and safety regulations, inspection of construction quality, and coordination with stakeholders to ensure timely delivery.

E. City and Consultant entered into an amendment to the Agreement dated May 4, 2026 ("Amendment No. 3") to extend the Term to December 30, 2026 and to increase the total compensation by $250,000 thereby bringing the not-to-exceed Contract Sum from $1,232,635 to $1,482,635 to continue providing construction management and inspection services. Amendment No. 3 also modified the two (2) one-year options to extend the Term so that the first extension period is only six (6) months at a not to exceed cost of $100,018.50 while maintaining the one (1) year period for the second extension period.

F. City and Consultant now desire to amend the Agreement to extend the Term by six (6) months to June 30, 2027 and to increase the total compensation by $275,000 (not $100,018.50) thereby bringing the not-to-exceed Contract Sum from $1,482,635 to $1,757,635 to allow Consultant to continue providing construction management and inspection services.

G. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

H. This Amendment No. 4 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 4.

2. Terms and Definitions. All words, terms, and phrases used or referenced in this Amendment No. 4, not expressly defined in this Amendment No. 4, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (added text shown in ***bold italics***, deleted text in ~~strikethrough font~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million ~~Four~~ ***Seven*** Hundred ~~Eighty-Two~~ ***Fifty-Seven*** Thousand Six Hundred Thirty-Five Dollars and Zero Cents ($1,***757,635.00*** ~~482,635.00~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its option~~s~~ to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in Exhibit "C.""

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

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services commencing January 1, 2024 and expiring ***June 30, 2027*** ~~December 30, 2026~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the Term by up to one ~~and half~~ (1~~.5~~) year~~s~~ commencing

~~December 31, 2026~~ ***July 1, 2027*** ~~through two (2) additional terms~~: ~~a first term of six (6) months and a second term of one (1) year~~ (~~each,~~ an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C.""

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

See attached.

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1, Amendment No. 2, and Amendment No. 3. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 4, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 4, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

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

7. Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 4 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original,

whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 4.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula-Davis Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

TOTUM CORP, a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

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

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024 -	$94,250.00
July 1, 2024 through June 30, 2025 –	$592,270.00
July 1, 2025 through December 30, 2026 –	$796,115.00
December 31, 2026 through June 30, 2027 -	***$275,000.00***

Total: ~~$1,482,635.00~~ ***$1,757,635.00***

~~December 31, 2026 through June 30, 2027 – $100,018.50 (extension period)~~

July 1, 2027 through June 30, 2028 – $204,038.00 (extension period)

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

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

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

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

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

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

IV. The total compensation for the Services shall not exceed $*1,757,635.00* ~~1,482,635.00~~ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES FOR ON-CALL PROFESSIONAL TRAFFIC ENGINEERING SERVICES IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT (CITY COUNCIL)

I. SUMMARY

The City retains Albert A. Webb Associates (Webb) to provide on-call professional traffic engineering services in support of the City's Capital Improvement Program (CIP), transportation and traffic engineering projects, development-related engineering reviews, and other traffic and infrastructure needs. For reference, the CIP is the City's long-term program for planning, designing, and constructing public infrastructure improvements, including traffic signals, roadway safety improvements, and other transportation projects; and, an "on-call" agreement allows the City to use qualified professional engineering services as needed for multiple assignments without entering into a separate agreement for each individual task.

On January 2023, the City Council approved a three-year on-call professional services agreement with Webb for an amount not to exceed $900,000, with one optional one-year extension (Exhibit No. 1). On July 2025, the City Council approved Amendment No. 1, which extended the agreement through December 31, 2026, and increased the contract amount by $300,000, resulting in a total amount not to exceed $1,200,000. On January 2026, the City Council approved Amendment No. 2, adding another $130,000 and increasing the total authorized contract amount to $1,330,000.

Since the original agreement was approved, the City's engineering workload has increased due to the number and complexity of capital improvement, transportation, traffic, and development-related projects. Continued access to Webb's professional engineering services provides the Engineering Division with additional technical expertise and staff capacity as needed to maintain project schedules, perform timely development and traffic engineering reviews, and support the delivery of important transportation and infrastructure improvements.

Consequently, staff recommends that the City Council approve the proposed Amendment No. 3 to the agreement with Webb (Exhibit No. 2). The proposed amendment would extend the agreement for an additional one year, through December 31, 2027, and increase the authorized contract amount by $270,000, resulting in a revised total amount not to exceed $1,600,000. Approval of Amendment No. 3 would allow the City to continue utilizing Webb's services on an as-needed basis within the existing scope of the agreement, providing additional professional engineering capacity to support the City's CIP, transportation and traffic engineering work, development-related reviews, and other infrastructure needs.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement with Albert A. Webb Associates, extending the agreement for one (1) additional year, through December 31, 2027, and increasing the contract amount by $270,000, for a revised total contract amount not to exceed $1,600,000; and,
2. AUTHORIZE the Mayor to execute the proposed Amendment No. 3, subject to approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 3 to the Contract Services Agreement with Albert A. Webb Associates.

IV. BACKGROUND

The Engineering Division of the Public Works Department is responsible for planning, designing, reviewing, and delivering a wide range of public infrastructure and transportation projects throughout the City. This work includes roadway and traffic safety improvements, Capital Improvement Program (CIP) projects, grant-funded projects, development-related engineering reviews, and other specialized engineering assignments. Many of these projects are subject to specific schedules, regulatory requirements, and funding deadlines. Grant-funded projects, in particular, often require the City to meet established milestones to maintain eligibility for outside funding. Timely engineering review and preparation of construction documents are therefore important to keeping projects moving and avoiding unnecessary delays.

To supplement City staff and provide specialized expertise when needed, the City uses on-call professional engineering consultants. An on-call agreement allows the City to assign work to a previously selected and qualified engineering firm on an as-needed basis, rather than conducting a separate consultant selection process for every individual assignment. This provides additional staffing flexibility, reduces administrative time, and allows the Engineering Division to respond more efficiently to changing workloads and project priorities. Depending on the assignment, these services may include engineering analysis, traffic studies, development review, and preparation of plans, technical specifications, and construction cost estimates.

ORIGINAL AGREEMENT AND PROPOSED AMENDMENT

In January 2023, the City Council approved a three-year Contract Services Agreement with Albert A. Webb Associates (Webb) to provide on-call professional traffic engineering services in support of the City's Engineering Division. The agreement supports the City's Capital Improvement Program, transportation and traffic engineering projects, development-related engineering review, and other traffic and infrastructure needs. The original agreement was approved for an amount not to exceed $900,000, based on the City's anticipated workload and the number of capital, transportation, and development projects expected at that time. Since approval of the original agreement, the City's engineering workload has increased in both volume and complexity. This increased demand became particularly significant in 2025 because of a critical staffing gap within the Engineering Division. Additional consultant assistance was necessary to maintain project schedules, continue timely development reviews, and ensure that essential traffic and engineering functions could continue while the City addressed its internal staffing needs. To provide the additional professional capacity needed by the Engineering Division, the City Council approved Amendment No. 1 in July 2025 and Amendment No. 2 in January 2026. Collectively, these amendments increased the authorized contract amount by $430,000, from $900,000 to $1,330,000, and extended the agreement through December 31, 2026.

Although the City has continued working to address staffing needs, the Engineering Division's overall workload remains elevated. The City continues to require supplemental professional engineering assistance for transportation and traffic projects, development-related reviews, CIP projects, and other specialized assignments that require additional technical expertise or staff capacity. Maintaining adequate engineering resources is important not only for delivering City capital projects, but also for providing timely review of private development projects and responding to transportation and traffic-related needs throughout the community. Continued access to Webb's services provides the Engineering Division with flexibility to assign professional resources where they are most needed while maintaining continuity on work already underway.

Consequently, staff recommends approval of the proposed Amendment No. 3, which would extend the agreement with Webb for an additional year, through December 31, 2027, and increase the authorized contract amount by $270,000. If approved, the total contract amount would increase from $1,330,000 to an amount not to exceed $1,600,000. The additional contract authority would allow the City to continue using Webb's professional engineering services on an as-needed basis to supplement City staff, maintain project schedules, support timely development and traffic engineering reviews, and provide specialized technical expertise when necessary.

PROCUREMENT REQUIREMENTS

Section 2611(m)(3) of the Carson Municipal Code generally requires additional solicitation when a proposed contract amendment exceeds $75,000, unless the amendment qualifies as a change order under Section 2601(d) of the Carson Municipal Code. Staff has determined that the proposed Amendment No. 3 qualifies as a change order because the additional cost results from reasonably unforeseen circumstances associated with carrying out the services included within the original scope of the agreement, including the increased workload and staffing needs described above. Accordingly, a new competitive solicitation is not required for the proposed amendment.

Approval of Amendment No. 3 would not establish a new consulting relationship or materially change the nature of the services originally authorized by the City Council. Rather, it would provide additional time and contract capacity for Webb to continue performing on-call professional engineering services within the existing scope of work. Consequently, and as stated previously in this report, staff recommends that the City Council approve the proposed Amendment No. 3 to extend the agreement through December 31, 2027, and increase the contract amount by $270,000, resulting in a revised total amount not to exceed $1,600,000. The recommended action will provide the Engineering Division with continued access to supplemental professional resources needed to support the City's capital, transportation, traffic, and development-related engineering workload.

V. FISCAL IMPACT

Approval of the proposed Amendment No. 3 would increase the agreement with Albert A. Webb Associates by $270,000, resulting in a revised total contract amount not to exceed $1,600,000. Funding for the proposed amendment is already included in the City’s adopted Fiscal Year 2026-27 Operating Budget within the Engineering Professional Services Account No. 101-80-820-101-6004. Accordingly, no additional budget appropriation is required as part of this action.

VI. EXHIBITS

1. Albert A. Webb Associates Original Contract
2. Proposed Albert A. Webb Associates Contract Amendment No. 3

Attachments

1. Albert A. Webb Associates Original Contract
2. Albert A. Webb Associates Amendment No 3

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ALBERT A. WEBB ASSOCIATES

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ALBERT A. WEBB ASSOCIATES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of January, 2023 by and between the CITY OF CARSON, a California municipal corporation ("City") and ALBERT A. WEBB ASSOCIATES, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Nine Hundred Thousand Dollars ($900,000)** for the Term (the "Contract Sum"), and Three Hundred Thousand Dollars ($300,000) for the Extension Term if City's option is exercised pursuant to Section 3.4, 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:

Dilesh Sheth, PE, TE	Senior Vice President/Project Manager
(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 City's Contract Officer shall be Gilbert Marquez, City Engineer, unless otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(a) General Liability Insurance (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] DS
Consultant Initials

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

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

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

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials D.S.

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ALBERT A. WEBB ASSOCIATES,
a California corporation

By: Todd Smith Digitally signed by Todd Smith DN: C=US, E=todd.smith@webbassociates.com, O=Albert A. Webb Associates, OU=CFO, CN=Todd Smith Date: 2022.10.11 09:27:01-07'00'

Name: Todd Smith
Title: Chief Financial Officer

By: Dilesh Sheth

Name: Dilesh Sheth
Title: Senior Vice President
Address: 3788 McCray Street
Riverside, CA 92506

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

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

CITY:

CITY OF CARSON, a municipal corporation

_____

Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ALBERT A. WEBB ASSOCIATES,
a California corporation

By: Todd Smith Digitally signed by Todd Smith DN: C=US, E=todd.smith@webbassociates.com, O=Albert A. Webb Associates, OU=CFO, CN=Todd Smith Date: 2022.10.11 09:27:01-07'00'

Name: Todd Smith
Title: Chief Financial Officer

By: Dilesh Sheth

Name: Dilesh Sheth
Title: Senior Vice President
Address: 3788 McCray Street
Riverside, CA 92506

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

EXHIBIT "A"
SCOPE OF SERVICES

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

On an on-call basis, Consultant will perform Engineering Services generally described in this Scope of Services. The Engineering Services will generally relate to implementing various City capital improvement projects which may involve streets, storm drains, sewers, traffic signals, park facilities, as well as City Hall, Community Center, and other City-owned facilities. The quantity and duration of projects will depend in part on the City's requirements and needs for these services. Consultant may be involved in developing projects from the conceptual planning stage to project closing, or at any stage in between, and may be involved in workshops and presentations to the public, City Commissions and City Council. This Agreement retains the Consultant's on-call availability, but does not guarantee that the Consultant shall be selected to provide services on a project-specific Task Order.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders as follows:

When the City requests proposals from on-call engineers (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant's on-call Engineering Services may include, but are not limited to, the following:

A. Project studies

B. Research

C. Grant opportunities for public works projects

D. Land survey

E. Coordinate and/or obtain approvals from various private and public agencies

F. Public meetings, workshops and presentations

G. Various project related reports

H. Development of conceptual/preliminary plans

I. Development of construction plans

J. Environmental documents and permit compliance

K. Utility research & coordination

L. Project specifications

M. Project estimates

N. Project schedule

O. Bid analysis

P. Construction support (includes review of quantities, field inspections etc.)

Q. Construction management

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

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

V. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

E. Project studies

F. Preliminary designs

G. Construction plans and specifications

H. Project Estimates

I. Research results

J. Grant information and application

K. Photos

L. Conceptual plans

M. Inspection reports and field reports

N. All other related items the City deems necessary for the project

VI. 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.

VII. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Dilesh Sheth, PE, TE, Senior Vice Preident as Program Manager

B. Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM, Practice Area Leader for Water Resources

C. Shane Bloomfield PE, Senior Engineer for Water Resources

D. Siming Zhang, PE, Senior Engineer for Water Resources

E. Nicholas Lowe, PE, Senior Engineer, for Traffic Engineering and Transportation Engineering

F. Stephanie Standerfer, Vice President for Planning and Environmental

G. Jeff Hutchins, PLA, ASLA, Manager for Landscape Architecture

H. Reed Chilton, PE, QSD, Director for Construction Management & Inspection

I. Michael Johnson, LLS, Practice Area Leader for Land Survey & Mapping

J. Kleinfelder, Structural Engineering

K. Design West Engineering, Electrical Engineering

L. LandMark Consultants, Inc., Geotechnical and Environmental

M. Aqua Engineering, Municipal Engineering

N. Inland Aerial Surveys, Inc., Aerial Survey

O. C Below, Potholing

P. Advantec Consulting Engineers, Intelligent Transportation Systems

Q. Counts Unlimited, Traffic Data Resources

R. JRMA Architects Engineers, Architecture

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(additions shown in ***bold italics***, deletions shown in ~~strikethrough~~ font)

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 "On-Call Professional Engineering Services RFQ 22-019" submitted in response to City's RFP No. 22-019,*** ~~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 ***three (3)*** ~~one (1)~~ years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") ***(the "Term"). The City may, at its sole discretion, elect to extend the Term by one additional year (the "Extension Term"), for an amount not exceeding Three Hundred Thousand Dollars ($300,000) for the Extension Term.***"

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: Kleinfelder, which will provide structural engineering services, Design West Engineering, which will provide electrical engineering services, LandMark Consultants, Inc., which will provide geotechnical engineering construction materials testing services, Aqua Engineering, which will provide municipal engineering, water and wastewater treatment design, water resources and environmental services, Inland Aerial Surveys, Inc., which will provide photogrammetric services while specializing in the compilation of aerial topographic digital data, C Below, which will provide professional locating and mapping services, Advantec Consulting Engineers, which will provide services for traffic engineering, traffic studies, transportation planning and engineering, traffic signal timing,***

coordination and operations, Intelligent Transportation Systems (ITS), Active Transportation and Civil Engineering, Counts Unlimited, which will provide services for customized traffic data collection, and JRMA Architects Engineers, which will provide design services. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

V. Section 5.3, "Indemnification," of the Agreement is hereby amended to read in its entirety as follows:

"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 ***subject to the statutory limits set by California Civil Code Section 2782.8*** ~~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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.**

II. **Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.**

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

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

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

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

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

IV. **The total compensation for the Services shall not exceed $900,000 for the initial three-year Term of this Agreement, and $300,000 for the Extension Term, as provided in Section 2.1 of this Agreement, and as amended in Exhibit "B."**

V. **The Consultant's billing rates for the Services and other incidental costs are attached as Exhibit C-1. To the extent any portion of Consultant's work is subject to prevailing wage requirements, then Consultant's proposal on a Task Order shall include a Task Budget with hourly rates adjusted for prevailing wage.**

EXHIBIT C-1
CONSULTANT'S BILLING RATES

I. Consultant's rates and expense terms are as follows:

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	273.00
Principal I	252.00
Senior III	231.00
Senior II	214.00
Senior I	203.00
Associate III	192.00
Associate II	176.00
Associate I	166.00
Assistant V	155.00
Assistant IV	139.00
Assistant III	123.00
Assistant II	106.00
Assistant I	90.00
Survey Services	
2-Person Survey Party	276.00
1-Person Survey Party	191.00
Inspection Services	
Inspector (Non-Prevailing Wage)	129.00
Inspector (Prevailing Wage)	139.00
Administrative Services	
Project Coordinator	104.00
Administrative Assistant III	94.00
Administrative Assistant II	83.00
Administrative Assistant I	66.00
Other Direct Expenses	
Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant	345.00
Survey/Inspection Per Diem	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour	28.00
In-House Delivery 1/2 Hour up to 1 Hour	55.00
In-House Delivery Over 1 Hour up to 2 Hours	100.00
In-House Delivery Over 2 Hours	150.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

ALBEAWE-01 VSUNGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/2022

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 License # 0757776
HUB International Insurance Services Inc.
PO Box 5345
Riverside, CA 92517

CONTACT NAME: Kristie Koehrer
PHONE (A/C, No, Ext): (877) 825-2681 FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Lexington Insurance Company	19437
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	P-630-5456P929-TIL-22	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	BA-3L23491A-22-43-G	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB-4J648178-22-43-G	9/1/2022	9/1/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Professional Liab.			031711122	9/1/2022	9/1/2023	Ded $150k/EaClaim 1M		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Engineering Services
City of Carson, its elected and appointed officers, employees and agents are Additional Insureds with regard to the General Liability policy per the attached endorsement form CGD414 04/08, Primary & Non-Contributory included. Waiver of Subrogation applies with regard to the General Liability policy per the attached endorsement form CGD379 02/19. Additional Insured applies with regard to the Auto Liability policy per the attached endorsement form CAT353 02/15, Waiver of Subrogation included. Primary & Non-Contributory wording applies with regard to the Auto Liability policy per the attached endorsement form CAT474 02/16. Waiver of Subrogation applies with regard to the Workers' Compensation policy per the attached endorsement form WC990376(A).

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

Insurance Approved
DJ
11/02/22

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

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AGENCY CUSTOMER ID: ALBEAWE-01 VSUNGA

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services Inc. License # 0757776		NAMED INSURED Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 003

POLICY NUMBER: UB-4J648178-22-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ARCHITECTURAL SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/01/2022-09/01/2023 Policy No. UB-4J648178-22-43-G Endorsement No.
Insured Albert A. Webb Associates Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 09-1-22 **ST ASSIGN:**

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and ALBERT A. WEBB ASSOCIATES, a California corporation ("Consultant") is effective as of the ____ day of _____, 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 January 1, 2023 ("Agreement"), whereby Consultant agreed to perform certain on-call engineering services for a not-to-exceed Contract Sum of $900,000 ("Contract Sum") over a term of three (3) years. The Agreement provided for one optional one (1) year extension period for an additional $300,000 at City's election.

B. City and Consultant entered into an amendment to the Agreement dated July 22, 2025 ("Amendment No. 1") where City chose to exercise its option to extend the term by one (1) year through December 31, 2026 and increase the total compensation by $300,000 thereby increasing the not-to-exceed Contract Sum to $1,200.000.

C. City and Consultant entered into an amendment to the Agreement dated January 27, 2026 ("Amendment No. 2") where City chose to increase the total compensation by $130,000 thereby increasing the not-to-exceed Contract Sum to $1,330.00 to allow Consultant to continue providing additional interim on-call engineering services as there was an urgent and immediate need to fill the vacancy for these services due to the resignation of the City's Traffic Engineer.

D. City and Consultant now desire to amend the Agreement to extend the Term by one year, December 31, 2026 to December 31, 2027, and increase the total compensation by $270,000 thereby increasing the not-to-exceed Contract Sum from $1,330,000 to $1,600,000 to allow Consultant to continue providing additional professional engineering support for transportation projects, traffic-related reviews, development projects, and other specialized engineering services.

E. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

F. This Amendment No. 3 qualifies as a change order because it concerns a change to the price arising out of reasonable unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 3.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 3, not expressly defined in this Amendment No. 3, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

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

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million ***Six*** ~~Three~~ Hundred ~~Thirty~~ Thousand Dollars (***$1,600,000*** ~~$1,330,000~~) for the Term (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 ***five*** ~~four~~ (***5***4) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") (the "Term")."

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 ***$1,600,000*** ~~$1,330,000~~ for the ***five*** ~~four~~ year Term of this Agreement, as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment

No. 3.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

7. Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the date(s) and year 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:

ALBERT A. WEBB ASSOCIATES, a California corporation

By:_____
Name: Dilesh Sheth
Title: Senior Vice President

By:_____
Name: Todd Smith
Title: CFO

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

SPECIAL ORDERS OF THE DAY 22.

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 NO. 26-102, APPROVING (A) DEVELOPMENT AND SITE PLAN REVIEW (DOR) NO. 00015-26, (B) AMENDED VESTING TENTATIVE TRACT MAP 83841 (TTM NO. 00001-26), AND (C) CEQA GUIDELINES 15168 CONSISTENCY MEMO, AND (2) INTRODUCTION AND FIRST READING OF (A) ORDINANCE NO. 26-2612, APPROVING SPECIFIC PLAN AMENDMENT (SPA) NO. 00004-26 AND (B) ORDINANCE NO. 26-2613, APPROVING AMENDED & RESTATED DEVELOPMENT AGREEMENT (DA) NO. 00001-26 BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC, FOR THE DEVELOPMENT OF FIVE INDUSTRIAL BUILDINGS ON A 96-ACRE PORTION OF A 157-ACRE SITE LOCATED AT 20400 MAIN STREET (CITY COUNCIL)

I. SUMMARY

On August 11, 2026, the Planning Commission by a 8-0 vote, adopted Resolution No. 26-2902 and Resolution No. 26-2903 recommending that the City Council approve Development and Site Plan Review No. (DOR) 00015-26, Amended Vesting Tentative Tract Map 83841 No. (TTM) 00001-26, CEQA Guidelines 15168 Consistency Memorandum dated July 2026, Specific Plan Amendment No. (SPA) 00004-26 amending The District at South Bay Specific Plan, and the Amended and Restated Development Agreement No.(DA) 00001-26 for the development of five industrial buildings on a 96-acre portion of a 157-acre site located at 20400 Main Street.

The 157-acre site is a former landfill that operated from the late 1950s until 1965, before the City of Carson was incorporated in 1968. The site was divided into five cells (“planning areas”) in 1959. The property has soil, soil vapor, and groundwater contamination that requires ongoing monitoring and cleanup. Because of the landfill’s history and existing soil conditions, significant environmental and engineering improvements are needed before development can occur. Although the landfill closed more than 50 years ago, the site has remained undeveloped. Previous developers considered developing the property but were ultimately unable to do so because of the high cost and environmental liability associated with cleanup, soil improvements, and other measures needed to safely develop the site.

The proposed project presented to the City Council involves modifying Planning Area 3 (PA3), which covers approximately 96 acres within the larger 157-acre former landfill site. PA3 includes Cells 3, 4, and 5.

The requested approvals for the City Council consideration are the following:

- Site Plan and Design Review: Approval to reduce the number of industrial buildings from six to five; and construct five light industrial buildings.
- Vesting Tentative Tract Map: Approval to divide the 96-acre site into seven parcels.
- Specific Plan Amendment: Changes to the District at South Bay Specific Plan to allow the proposed development.

- Amended and Restated Development Agreement: An amended agreement between the City and Carson Goose Owner, LLC that would establish the project's development rights in exchange for specified community benefits.

The proposed project would transform approximately 96 acres of the former landfill site into light industrial development subject to required environmental, engineering, and land-use approvals and the agreed-upon community benefits.

II. RECOMMENDATION

TAKE all of the following actions:

1. OPEN the Public Hearing, RECEIVE public testimony, and CLOSE the Public Hearing;
2. WAIVE further reading and ADOPT Resolution No. 26-102, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON (1) FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED PURSUANT TO CEQA GUIDELINES 15168 FOR APPROVAL OF (A) DEVELOPMENT AND SITE PLAN REVIEW NO. (DOR) 00015-26 AND (B) AMENDED VESTING TENTATIVE TRACT MAP (VTTM) NO. 83481, SUBJECT TO CONDITIONS OF APPROVAL; AND (2) APPROVING (A) DEVELOPMENT AND SITE PLAN REVIEW NO. (DOR) 00015-26 AND (B) AMENDED VESTING TENTATIVE TRACT MAP (VTTM) NO. 83481, SUBJECT TO CONDITIONS OF APPROVAL"; and,
3. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, of Ordinance No. 26-2612, "AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, FINDING (1) NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED FOR THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SP00004-2026) PURSUANT TO CEQA GUIDELINES SECTION 15168; AND (2) APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SP00004-2026), SUBJECT TO CONDITIONS OF APPROVAL; and,
4. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, of Ordinance No. 26-2613, " AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA , (1) FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED FOR APPROVAL OF AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26 PURSUANT TO CEQA GUIDELINES SECTION 15168; AND (2) APPROVING AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26 BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC, FOR 1,567,090 SQUARE FEET OF LIGHT INDUSTRIAL USES ON PLANNING AREA 3 OF THE DISTRICT AT SOUTH BAY SPECIFIC PLAN PROJECT; and
5. DIRECT the City Clerk or designee to prepare a summary of Ordinance No. 26-2612 and Ordinance No. 26-2613 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 157-acre site was first approved for development in 2006 under the Carson Marketplace Specific Plan. The plan was later amended in 2011 and renamed The Boulevards Specific Plan. In 2018, the specific plan was amended again and renamed The District at South Bay Specific Plan. In 2022, the City Council approved additional changes to the The District at South Bay Specific Plan along with a Development Agreement between the City and the developer.

Development and Site Plan Review (DOR No. 00015-26) and Vesting TTM 83841 (TTM No. 00001-26 Amendment)

The proposed project is a modification to the previously approved plans for Planning Area 3 (PA3) within The District at South Bay Specific Plan. The proposed changes would restore PA3 by combining the planning subareas into one, remove commercial uses (Country Mart), and allow the site to be developed with modern light industrial buildings on seven parcels that better meet today's market needs. Since the proposed project also includes reducing the number of light industrial buildings while maintaining the initially approved square footage, the proposed updates would not increase the overall development beyond what has already been studied and would remain consistent with the project's previously certified environmental review.

Other key components of the proposed project:

• Alignment of the Specific Plan, Development Agreement, and Site Plan to reflect a cohesive and efficient light industrial campus.

• The amendments would not make any changes to Planning Area 1 or Planning Area 2.

The proposed DOR and amendment to the Vesting TTM are consistent with the Specific Plan amendment and Restated and Amended DA.

<u>Specific Plan Amendment (SPA)</u>

Approval of SPA No. 00004-26 ("2026 Specific Plan") modifies permitted uses, design features, and operational characteristics which would allow the development of the proposed light industrial campus. This includes consideration of the amended site plan which proposes combining PA3(a) and PA3(b) subareas into one planning area (PA3).

<u>Amended and Restated Development Agreement (A&R DA)</u>

The current Development Agreement (DA) governs Cells 3, 4, and 5, which includes the development of six (6) industrial buildings on PA3(a) and the Carson County Mart on PA3(b).

The proposed A&R DA No. 00001-26 details the obligations of both the Applicant and City of Carson and specifies standards and conditions that will govern future development of PA3. The A&R DA would remove the Carson Country Mart from the project and would include a revised site plan with five (5) instead of six (6) light industrial buildings within PA3, with the exception of Building E (formerly Building F). Building profiles, sizes (square footage), and locations are all consistent with the proposed 2026 Specific Plan. It would also incorporate changes previously approved through the Minor Modification approved by the City on February 29, 2024.

As with the specific plan amendments, the A&R DA would not increase the intensity of the permitted light industrial uses, but would simply re-orient Building E and preserve the approved location and layout of Buildings A-D.

The A&R DA outlines public benefits that the project will contribute to the City including the following:

Carry Costs

As part of Developer's agreement with the Carson Reclamation Authority (CRA) under the Amended and Restated Option Agreement, the developer has agreed to reimburse the CRA for a proportional share of the Carry Costs of the 157 Acre Site (based on the acreage of the property in comparison to the acreage encompassing the 157 Acre Site), subject to certain maximum reimbursements, which will substantially assist the CRA in its ongoing operations and maintenance of the Site.

Insurance

Contribute to a robust insurance program for the 157 Acre Site to provide coverage to the public entities, developers, property owners and contractors carrying out construction on the 157 Acre Site, to which Developer pays its fair share as provided in Article 13.

Overcoming Constraint of Remediation Cost

The 157-acre site is one of the largest undeveloped properties along the I-405 Freeway in Los Angeles County. This continued blight and vacancy is due to the extraordinary remediation costs required prior to any vertical development. While the DTSC-approved Remediation Action Plan (RAP) was approved in 1995, the remedial systems necessary for the overall 157-acre site still remain incomplete. The proposed project represents a unique opportunity to develop 96 acres, a significant portion of the 157-acre former landfill, and remediate the underlying soil, soil vapor and groundwater issues afflicting the remainder cells.

<u>Zoning and General Plan Consistency</u>

The proposed project complies with the design standards and is consistent with The District at South Bay Specific Plan (the applicable base zoning designation of the site) which permit light industrial uses.

The City of Carson 2040 General Plan identifies specific plans as key implementation tools to achieve the City's long-term vision. The proposed project is consistent with the General Plan's goals, policies, and implementation measures related to land use, circulation, and community health and environmental justice.

<u>Environmental Review - CEQA Consistency Determination</u>

The 157-acre site has undergone extensive environmental review under CEQA as development plans for the property have evolved. Environmental documents were prepared and certified for the original 2006 Boulevards Specific Plan, the 2018 Specific Plan, and the 2022 Specific Plan, including supplemental environmental impact reports (2018 SEIR and 2022 SEIR respectively).

A CEQA Guidelines Section 15168 Consistency Memorandum dated July 2026 was prepared to determine whether the proposed project remains consistent with the environmental analysis completed for the 2022 SEIR. The July 2026 consistency review determined that the proposed changes remain within the scope of the environmental analysis previously conducted for the 2022 project and would generally reduce the development previously approved rather than create new or greater environmental impacts.

The review found that:

- The project remains within Planning Area 3 (PA3) and does not expand beyond the area previously analyzed.
- The project continues to include land uses previously evaluated in the 2022 SEIR including light industrial, warehousing, logistics, fulfillment, distribution, and related office uses.
- The project would remove the previously approved Carson Country Mart commercial uses.
- The project does not introduce any new type of land use, development activity, or infrastructure that was not previously evaluated n the 2022 SEIR.

- The project retains industrial uses and would not increase the intensity of the approved industrial development.

The environmental review determined that none of the conditions requiring a subsequent or supplemental Environmental Impact Report (EIR) under CEQA Guidelines Section 15162 have occurred. No substantial changes or significant new information have been identified that would result in new or substantially greater environmental impacts.

The environmental impacts of the proposed project would either remain within the range of impacts previously analyzed in the 2022 SEIR or be reduced. Existing mitigation measures, project design features, and conditions of approval from the 2022 SEIR would continue to apply to the project.

The proposed project remains within the scope of the development and environmental analysis previously evaluated. Therefore, the conclusions of the 2022 SEIR remain valid, and no subsequent or supplemental EIR is required. The project satisfies the applicable requirements of CEQA, and no additional environmental review is required under CEQA Guidelines Sections 15162 and 15168.

V. FISCAL IMPACT

See Restated and Amended Development Agreement

VI. EXHIBITS

1. August 11, 2026 Planning Commission Minutes
2. The District at South Bay CEQA Section 15168 Consistency Memo dated July 2026
3. Draft Specific Plan Amendment (SPA) No. 00004-26 (Exhibit A to Ordinance No. 26-2612)
4. Draft Amended and Restated Development Agreement No. 00001-26 (Exhibit A to Ordinance No. 26-2613)
5. Draft City Council Resolution No. 26-102 for DOR, VTTM, and CEQA 15168 Consistency
6. Draft Ordinance No. 26-2612, Approving Specific Plan Amendment 00004-26
7. Draft Ordinance No. 26-2613, Approving Amended & Restated Development Agreement 00001-26

Attachments

1. August 11, 2026 Planning Commission Minutes.pdf
2. District at South Bay CEQA Section 15168 Consistency Memo Dated July 2026.pdf
3. Draft Specific Plan Amendment (SPA) No. 00004-26 (Exhibit A to Ordinance No. 26-2612).pdf
4. Carson - CGO - AR Development Agreement (Exhibit A to Ordinance No. 26-2613).pdf
5. Draft CC Resolution No. 26-102.pdf
6. Draft CC Ordinance No. 26-2612 (Specific Plan Amendment).pdf
7. Draft CC Ordinance No. 26-2613 (Amended & Restated Development Agreement).pdf

CITY OF CARSON
MINUTES
PLANNING COMMISSION
AUGUST 11, 2026

1. CALL TO ORDER: PLANNING COMMISSION

The meeting was called to order at 6:30 p.m. by Chair Dianne Thomas in the Helen Kawagoe Council Chambers, Carson City Hall, 701 E. Carson Street, California 90745.

2. ROLL CALL

Planning Secretary Laura Gonzalez noted the roll:

Planning Commissioners Present: Chair Dianne Thomas, Vice Chair Louie Diaz, Commissioner Del Huff, Commissioner DeQuita Mfume, Commissioner Clarence Johnson, Commissioner Leticia Wilson, Commissioner Frederick Docdocil

Planning Commissioners Absent: Commissioner Jaime Monteclaro

Also Present: Nathan Freeman, Community and Economic Development Director; McKina Alexander, Planning Manager; Kaneca Pompey, Senior Planner; Benjamin R. Jones, Assistant City Attorney

3. FLAG SALUTE

Vice Chair Diaz led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA

None.

5. ORAL COMMUNICATIONS FOR NON-PUBLIC HEARING ITEMS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

None.

6. APPROVAL OF MINUTES

6.A. APPROVAL OF MINUTES - APRIL 14, 2026

RECOMMENDED ACTION

— APPROVE the minutes as listed.

Motion To Approve submitted by Louie Diaz seconded by Frederick Docdocil resulting in 8-0-0-0-1 Absent was Jaime Monteclaro

7. NEW PUBLIC HEARING

7.A. REQUEST FOR APPROVAL OF DEVELOPMENT AND SITE PLAN (DOR) NO. 00015-26, TENTATIVE TRACT MAP (TTM) NO. 00001-26, AND CEQA GUIDELINES 15168 CONSISTENCY MEMORANDUM, AND MAKING A RECOMMENDATION TO THE CITY COUNCIL APPROVE SPECIFIC PLAN AMENDMENT (SP) NO. 00004-26, AND AMENDED AND REINSTATED DEVELOPMENT AGREEMENT (DA) NO. 00001-26 FOR THE DISTRICT AT SOUTH BAY PROJECT LOCATED AT 20400 MAIN STREET (Southwest of I-405 and Del Amo Boulevard)

RECOMMENDED ACTION

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

— 2. RECEIVE and FILE the staff report and all related testimony.

— 3. ADOPT Resolution No. 26-2902, entitled, "A Resolution of the Planning Commission of the City of Carson (1) Approving Development and Site Plan Review (DOR) No. 00015-26, (B) Amended Vesting tentative Tract Map (TTM) No. 83481, and (C) Find CEQA Guidelines 15168 Consistency"

— 4. ADOPT Resolution No. 26-2903, entitled, "A Resolution of the Planning Commission of the City of Carson, California, recommending the City Council approve (1) Specific Plan Amendment (SP) No. 00004-2026, (2) Amended & Restated Development Agreement (DA) No. 00001-26, and approving a California Environmental Quality Act (CEQA) consistency determination and checklist pursuant to CEQA Guidelines 15168 for The District At South Bay Specific Plan Amendment (SP) No. 00004-26"

Senior Planner Pompey provided a presentation.

Assistant City Attorney Jones - We have a revised version of Resolution No. 26-2902. The edits were essentially to make clear that the Planning Commission's action tonight on the Development and Site Plan Review and the Vesting Tentative Track Map and the CEQA findings is a recommendation to the City Council. We also have some edits to Resolution No. 26-2903, which I will read into the record. There are several blanks that you'll see throughout the recitals and the conditions of approval and throughout the resolution for dates and entitlement numbers. We request the Planning Commission's authority for staff to fill in those dates and entitlement numbers after the fact and to add exhibit A, which is the legal description. We also would revise the title of the resolution to clarify that the action is to recommend City Council making the CEQA finding as well as approving the Specific Plan Amendment and Development Agreement with subject to conditions of approval. We have the removal conditions of approval number 11 through 16 as Ms. Pompey mentioned. The words "residential, retail, recreation and" would be deleted from Section 3(b). In the beginning of Section 4, we would add the words "and recommends that the City Council find," so it would read, "the Planning Commission further finds and recommends that the City Council find that the proposed project is within the scope," etc. In Section 5(a), after where it says, "adopt the Specific Plan Amendment with the entitlement number," we would add "subject to the conditions of approval attached as Exhibit B." We would delete Section 6, which is an appeal provision and does not apply.

Commissioner Huff - There's a change in the building size in Area 3. I believe we were to have some restaurants, what's changed?

Senior Planner Pompey - The proposal removes the Country Mart in Area 3, and the area would then consist of solely light industrial uses. The new proposal would be for the five industrial buildings. This is a way for the project to continue moving forward with fewer environmental impacts and without needing further environmental analysis.

Planning Manager Alexander - We understand there was a huge interest as part of this project, and we want to express that there is opportunity in other cells for the interest that you just expressed and that may come into light a bit later.

<u>Public Comments:</u>

Jeff Bree (Ironworkers Local 433) - Supports the project.

Amy Smith (Creed LA) - Supports the project.

Victor Glenn Najjar (Anchor Church) - Supports the project.

Myra Hildreth (IBEW Local 11) - Supports the project.

Robert Ramos (Ironworkers Local 416) - Supports the project.

Brenda Campos - Supports the project.

Silvia Coss - Supports the project.

Crystal Lewis (UA Local 250) - Supports the project.

Ivonnenanette Machado - Supports the project.

Juan Morales (UA Local 78) - Supports the project.

Dave Rand - Supports the project.

Bella Gonzalez - Supports the project.

Motion To Approve submitted by Louie Diaz seconded by Del Huff resulting in 8-0-0-0-1 Absent was Jaime Monteclaro

8. MANAGER'S REPORT

Director Freeman - As you may recall, about four years ago, my department working with the City Council, the Economic Development Commission, and the Planning Commission put together the city's economic development strategic plan. We have made amazing progress towards the goals and objectives of that. We promised you that we were going to do a presentation tonight on that but unfortunately, our Economic Development Manager, Chris Palmer, is out of town at a conference. At our next meeting we will have a comprehensive report that we're going to be sharing with you. That same report is going to the City Council on September 1st, feel free to tune in. A couple of months ago, I shared with you a vision for the redevelopment of the Carson Civic Center Campus. The request for qualifications and proposals closed two weeks ago, and we got three proposals. We are, as staff, very excited. I can't share any of the details yet. I'm excited too, based on what I've seen and what the potential for this 20-acre campus could be in the future. I'll be sure to keep this commission apprised as we move forward. Certainly, as always want to thank staff for the hard work that they put into tonight's meeting. As always, Gena, Kaneca, McKina, Ben, Rich Campbell from Aleshire & Wynder put a tremendous effort into bringing this together for you tonight.

Planning Manager Alexander - Commissioner Guerra, we are happy to see you. I also want to share that at the next meeting we'll have a workshop, a refresher in terms of the expectations for the Planning Commission led by Ben Jones.

Assistant City Attorney Jones - It's wonderful to see you all. Welcome back, Commissioner Guerra. Thank you to staff for the amazing work.

9. ORAL COMMUNICATIONS (COMMISSIONERS)

Commissioner Johnson - Happy to be here, serve, and see the community come out.

Commissioner Mfume - Happy to see my commissioners here. I'm glad to see Commissioner Guerra back with us. Thank you to staff, you do an awesome job. Everybody seemed to be on the same page and really excited about what's getting ready to happen at the 157-acres. We are ready to see a change. I'm hoping that the Country Mart is not off the table. We hope to see something like that for the community.

Commissioner Wilson - Ditto to all the comments that have been made.

Commissioner Docdocil - I would like to highlight how great it is to get everybody back together pulling in the same direction. That comprehensive report was amazing. It's awesome to see the community coming through, the developer, representatives from the workers or professionals that will be part of this project, the faith groups, and the youth. We are all pulling in the same direction. I recall before we took our last break, I had requested information about not having a left turn arrow on the southern end of Main Street.

Planning Manager Alexander - Thank you for the reminder. I will contact you offline to continue the conversation and we can bring it back to the commission as a final discussion at our next meeting.

Commissioner Huff - The professionalism of your department is wonderful. I appreciate your being ready and having the answers right there for us. It's wonderful to be back and to see everybody.

Commissioner Guerra - It's a privilege and a pleasure to serve. It's great to see all my fellow commissioners.

Vice Chair Diaz - It's wonderful to be here this evening. I think the project spoke for itself. We appreciate staff's efforts to put these presentations before us. It's a collaboration with staff, the applicants, and the developers, and all entities. Thank you for the comprehensive report.

Chair Thomas - It's great to be back. There's so much happening in the city. The Manhattan Square townhomes are absolutely mind blowing. The developer who started that is part of the team that's working on tonight's project as well. You can see our fiber optics network going all over the city. You can go through the city, and you'll see so much going on. We have the Jazz Festival coming on October 3rd. We completed a backpack giveaway with the mayor this past Saturday. There is a fest that will take place on September 22nd at Stevenson Park. It's a Family Fest free for everyone. It's sad news for those of you who knew Wayne Baker, who was a member of the Carson Citizens Cultural Arts Foundation, passed away this weekend. Let's keep each other in prayer so that we can continue to lift each other up.

10. ADJOURNMENT

The meeting was adjourned by Chair Dianne Thomas at 7:25 p.m.

_____

Dianne Thomas, Chairperson

Attest:

_____

Laura Gonzalez, Secretary

DISTRICT AT SOUTH BAY SPECIFIC PLAN CELLS 3, 4, AND 5 AMENDMENTS

CEQA Guidelines Section 15168 Evaluation

Prepared for
City of Carson
Community & Economic Development Department
701 E. Carson Street
Carson, CA 90745

July 2026

DISTRICT AT SOUTH BAY SPECIFIC PLAN CELLS 3, 4, AND 5 AMENDMENTS

CEQA Guidelines Section 15168 Evaluation

Prepared for
City of Carson
Community & Economic Development Department
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July 2026

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I. Introduction

This Environmental Checklist and CEQA Guidelines Section 15168 Evaluation has been prepared to evaluate the environmental implications of the District at South Bay Cells 3, 4, and 5 Amendments (Proposed Project). The Proposed Project consists of amendments to The District at South Bay Specific Plan that would modify the previously approved site plan and land use program within Planning Area (PA) 3, which was evaluated in the certified 2022 Supplemental Environmental Impact Report (2022 SEIR) for The District at South Bay Specific Plan Amendment.

Because the Proposed Project would occur within the geographic area analyzed in the 2022 SEIR and would implement modifications to development previously contemplated under the Specific Plan, the City has evaluated the Proposed Project pursuant to CEQA Guidelines Section 15168(c) as a potential later activity within the scope of the development program evaluated in the 2022 SEIR. Under this framework, the key question is whether the Proposed Project, changed circumstances, or new information of substantial importance would trigger any of the conditions identified in CEQA Guidelines Section 15162 requiring preparation of a subsequent or supplemental EIR.

This document evaluates the Proposed Project in light of the certified 2022 SEIR to determine whether the environmental effects of the Proposed Project remain within the scope of impacts previously analyzed, whether previously adopted mitigation measures and project design features remain applicable, and whether any new significant impacts or substantially more-severe impacts would occur. The analysis contained herein supports the City's determination regarding whether the Proposed Project remains within the scope of the development program evaluated in the 2022 SEIR and whether any additional environmental review is required prior to consideration of the requested approvals.

II. Project Background

The project site is located within the District at South Bay Specific Plan Area, for which CEQA documentation was previously undertaken in 2022 for an amendment to the Specific Plan. The District at South Bay Specific Plan Amendment was evaluated by a Supplemental Environmental Impact Report (2022 SEIR) which augmented and supplemented the environmental analysis previously provided in the following documents:

1. The previously certified 2006 Final EIR (2006 FEIR) for a project development located on the former Cal Compact Landfill Site in the City of Carson (also known and referred to as the 157-Acre Site), along with a separate 11-acre site located north of Del Amo Boulevard (which was not formerly part of the Cal Compact Landfill, but has been developed with the Evolve South Bay apartment complex) pursuant to the Carson Marketplace Specific Plan approved by the City Council of the City of Carson (City) in 2006;
2. An Addendum to the 2006 FEIR adopted by the City in 2009 to address changes in the remediation activities at the 157-Acre Site;
3. The previously certified 2018 Supplemental Final EIR (2018 SEIR) for a revised project proposal for the 157-Acre Site (the 2018 Project), which included a revision and re-naming of the Carson Marketplace Specific Plan adopted for the 157-Acre Site as the District at South Bay Specific Plan

(the 2018 Specific Plan). A newly proposed development on the 157-Acre Site was analyzed under the 2021 SEIR (the 2022 Project), which constituted an amendment to portions of the District at South Bay Specific Plan (2021 Specific Plan Amendment), specifically with respect to a 96-acre portion of the 157-Acre Site; however, the 2021 SEIR evaluated the 2022 Project on the entire 157-Acre Site;[1] and

4. The previously certified Supplemental EIR (2022 SEIR) for a revised project proposal for 96-acre portion of the 157-Acre Site, known as PA3. The revised project proposal included replacement of the previously approved general commercial uses under the 2018 Project with a maximum of 1,567,090 square feet (sf) of light industrial and ancillary supportive office uses under a Light Industrial (LI) zone; and the Carson Country Mart, which would include up to approximately 12 acres of publicly accessible but privately maintained open space and commercial/community-uses and amenity areas under a CM zoning designation.

The 2022 Amendments to the Specific Plan as analyzed in the 2022 SEIR updated the development program for a subarea of the Specific Plan Area (PA3), to which the Proposed Project proposes to implement changes that the City considers to be "later activities" of a Program EIR pursuant to CEQA Guidelines Section 15168.

The District at South Bay Specific Plan 2022 Supplemental EIR

The previously approved 2018 Project covered PA1, PA2, and PA3 pursuant to the 2018 Specific Plan and 2018 SEIR. PA1 included the provision for up to 1,250 residential units and/or commercial uses pursuant to Mixed-Use Marketplace (MU-M) zoning, which would remain the same under the 2022 Project.[2] In PA2, the 2018 Project included the allowance for up to 714,000 sf of regional commercial uses and up to 15,000 sf of restaurant uses within a Commercial Marketplace (CM) zone, which would also remain the same under the 2022 Project. The 2018 SEIR also analyzed the development allowances within the 2018 Specific Plan for PA3, which included regional retail, neighborhood-serving retail, restaurant, entertainment, and hospitality uses (e.g., theater, gym, hotel, etc.) within a CM zone. The only change proposed by the 2022 Project under the 2022 Specific Plan Amendment occurred in PA3.

In PA3, the 2022 Project replaced the previously approved general commercial uses under the 2018 Project with a maximum of 1,567,090 sf of light industrial supportive office uses under a Light Industrial (LI) zone; and the Carson Country Mart, which would include up to approximately 12 acres of publicly accessible but privately maintained open space and commercial/community-uses and amenity areas under a CM zoning designation. The 2022 Project divided PA3 into two separate property areas: PA3(a) and PA3(b). PA3(a) would contain light industrial with supportive office uses and an approximately 0.62-acre area consisting of open space, which would include shade trees and native planting, a meandering walking path, and a sidewalk, located just south of Street A (Lenardo Drive) along the northwestern corner of PA3(a), referred to herein as the Enhanced Parkway. PA3(b) would contain commercial,

[1] The 2006 Environmental Impact Report (EIR) (the 2006 FEIR) analyzed three Development Districts (DDs) (DD1, DD2, and DD3), totaling 168 acres. However, DD3, which is located north of Del Amo Boulevard and totals 11 acres, has been developed by a separate owner for a 300-unit apartment complex project known as Evolve South Bay. Therefore, the 2018 Supplemental EIR (2018 SEIR) analyzed only DD1 and DD2, which is the same approach for this 2021 SEIR. Accordingly, the Project Site for the 2022 Project and this 2021 SEIR is also 157 acres, excluding DD3.

[2] The "Mixed-Use Marketplace" land use category provides opportunities for the vertical or horizontal integration of housing with commercial services. MU-M does not, however, require a mix of uses and development can consist entirely of either residential or commercial uses.

restaurant, and park/open space uses, referred to herein as the Carson Country Mart. The parking for PA3 would be provided via surface parking area provided throughout PA3(a) and PA3(b). **Figure 1, 2022 Project: Approved Site Plan**, illustrates the approved uses on the Project Site. **Table 1, Approved 2022 Project Land Uses in Planning Area 3**, provides a summary of the light industrial (with ancillary office), restaurant, retail, and open space and community amenity uses that would be provided in PA3.

TABLE 1
APPROVED 2022 PROJECT LAND USES IN PLANNING AREA 3

Site Characteristic	Site Size
PA3(a) – Light Industrial and Ancillary Office Uses	
E-Commerce/Fulfillment Center	753,300 sf
Distribution Center/Parcel Hub	738,790 sf
Ancillary Office	75,000 sf
Subtotal Light Industrial	*1,567,090 sf*
Parking, Circulation, Setbacks	1,608,738 sf (35.98 acres)
Enhanced Parkway	27,000 sf (0.62 acres)
Total PA3(a)	**3,202,828 sf (73.53 acres)**
PA3(b) – Park, Recreation, Retail, and Restaurant Uses Carson Country Mart	
Restaurant/café	23,800 sf
Retail	10,000 sf
Subtotal Commercial	*33,800 sf (0.78 acres)*
Parking/Vehicular Use Areas	107,613 sf (2.47 acres)
Programmed Spaces	170,973 sf (3.93 acres)
Open Space/Park Amenity	102,933 sf (2.36 acres)
Pedestrian Circulation/Maintenance Roads	69,251 sf (1.59 acres)
Total PA3(b)	**484,570 sf (11.12 acres)**

The light industrial uses proposed by the 2022 Project on PA3(a) would be contained in six main buildings (Buildings A through F). Buildings A, B, C, and F (totaling 803,300 sf, inclusive of 50,000 sf of ancillary office) are anticipated to be used for e-commerce and fulfillment center[3] uses whereas Buildings D and E (totaling 763,790 sf, inclusive of 25,000 sf of ancillary office) are anticipated to be designated for distribution center and parcel hub[4] uses. Two private drives off of Lenardo Drive would provide both vehicular and truck access to PA3(a). An access road adjacent to the Torrance Lateral Flood Control Channel (Torrance Lateral) would also allow for fire/emergency access for Buildings A, D, and F and operation and maintenance for the utility lot and Torrance Lateral. **Figure 2, 2022 Project: PA3(a) Light Industrial Uses**, illustrates the location of these uses within PA3(a).

[3] The October 2016 "High Cube Warehouse Vehicle Trip Generation Analysis" prepared for the SCAQMD by the Institute of Transportation Engineers defines "fulfillment center" as the "storage and direct distribution of e-commerce product to end users" (see p. 3).

[4] The October 2016 "High Cube Warehouse Vehicle Trip Generation Analysis" prepared for the SCAQMD by the Institute of Transportation Engineers describes a "parcel hub" use as usually involving transload functions (i.e., "pallet loads or larger handling products of manufacturers, wholesalers/distributors, or retailers with little or no storage durations") for a parcel delivery company (see p. 3).

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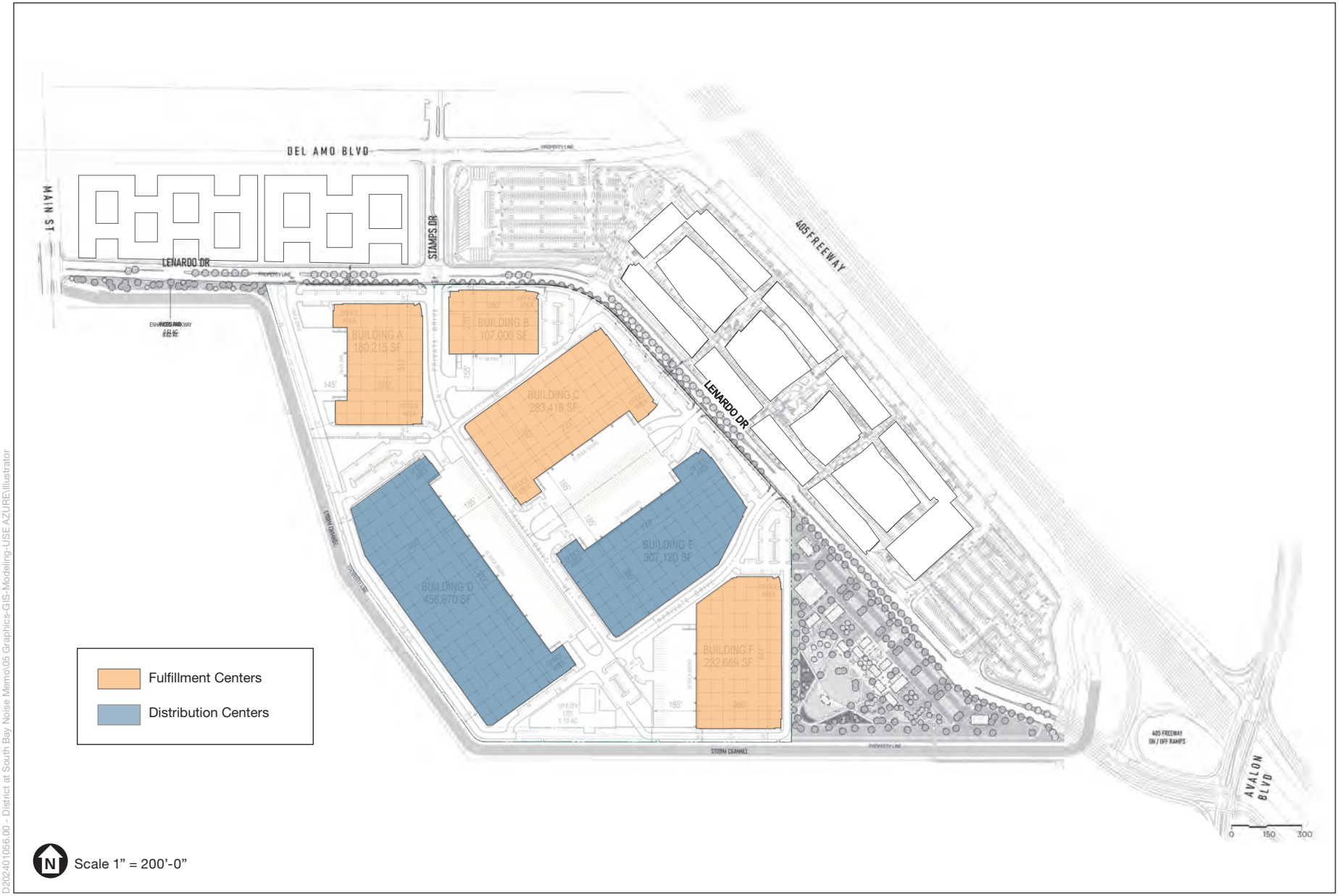
SOURCE: RGA, 2021

District at South Bay

Figure 1
2022 Project: Approved Site Plan

ESA



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SOURCE: RGA, 2021

District at South Bay

Figure 2
2022 Project: PA3(a) Light-Industrial Uses

ESA

The 2022 Project's proposed Carson County Mart located on PA3(b) would consist of 10,000 sf of commercial/retail uses, 12,600 sf of restaurants (with drive-through capability), a 2,200 sf walk-up cafe adjacent to the dog park and event lawn, and 9,000 sf of food and beverage kiosks. The retail, restaurant and food and beverage kiosks/uses may also include alcohol sales consistent with requirements under the 2021 Specific Plan Amendment. Public access to the Carson Country Mart would be provided by Lenardo Drive, connecting to Main Street and Avalon Boulevard; in addition, an access road with easements for operation and maintenance of the Torrance Lateral and fire access to the Project Site would be provided around the southern/western boundary of the Carson Country Mart, adjacent to the Torrance Lateral. **Figure 3, 2022 Project: PA3(b) Carson Country Mart**, illustrates the location of the commercial uses proposed by the 2022 Project within PA3(b).

Site Remediation Activities

As discussed above, the 157-Acre Site was previously used as a Class II landfill between 1959 and 1965. Landfill activities on the 157-Acre Site began in April 1959, shortly after the banning of incinerators in Los Angeles County in 1957, and continued until December 1964 with a closing date of approximately February 1965. During the life of the Cal Compact Landfill, approximately 6.2 million cubic yards (cy) of solid municipal waste and a total of approximately 7.8 million cy of industrial waste were disposed of on the 157-Acre Site. Waste received included organic wastes, such as solvents, oils, and sludges, as well as heavy metals, paint sludges, and inorganic salts.

Hazardous substances detected in subsurface soil and groundwater on the 157-Acre Site consist of volatile organic compounds (VOCs), heavy metals, and petroleum hydrocarbons. As a result of the contamination on and adjacent to the landfill, the 157-Acre Site is listed by DTSC as a hazardous substances release site. On March 18, 1988, Remedial Action Order No. HSA87/88-040 was issued for the 157-Acre Site requiring the implementation of environmental remedial activities to ensure the non-release of any hazardous substances and the health and safety of nearby residents and surrounding areas.

As indicated in the 2006 FEIR, DTSC divided the required remediation of the 157-Acre Site's contaminated areas into two operable units.[5] The operable units were established to prioritize the remedial response to the areas of known impacts (Upper OU) versus areas of potential impacts (Lower OU). The Upper OU consists of the site soils, the waste zone above and within the Bellflower Aquitard, and the Bellflower Aquitard down to but not including the Gage Aquifer. The Lower OU is composed of the Gage, Lynwood, and Silverado Aquifers, and all other areas potentially impacted by the geographic extent of any hazardous substances that may have migrated or may migrate from the aforementioned areas or from the Upper OU.

[5] Federal regulations at 40 CFR 300.5 define an operable unit as "… a discrete action that comprises an incremental step toward comprehensively addressing site problems. This discrete portion of a remedial response manages migration, or eliminates or mitigates a release, threat of release, or pathway of exposure. The cleanup of the site can be divided into a number of operable units, depending on the complexity of the problems associated with the site. Operable units may address geographical portions of a site, specific site problems, or initial phases of an action, or may consist of any set of actions performed over time or any actions that are concurrent but located in different parts of a site."

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SOURCE: RGA, 2021

District at South Bay

Figure 3
2022 Project: PA3(b) Carson Country Mart

ESA

Investigations performed by DTSC of the Upper OU documented the presence of landfill gases (methane and carbon dioxide), VOCs and metals in the Landfill's soil and groundwater. A Remedial Action Plan (RAP) was prepared and approved by DTSC for the Upper OU in 1995 (Upper OU RAP). The Upper OU RAP requires the installation, operation, and maintenance of (1) an impermeable landfill cap designed to encapsulate the waste and create a barrier between future improvements and buried waste; (2) an active landfill gas collection and control system (LGCCS) designed to remove landfill gases from under the landfill cap; and (3) a groundwater collection and treatment system designed to contain the groundwater plume and treat the extracted groundwater prior to discharge.

Consistent with the 2006 FEIR and the Upper OU RAP, the Groundwater Extraction Treatment System (GETS) was installed in 2013 and 2014 and has been operating on the 157-Acre Site since May 27, 2014. The GETS consists of a network of 29 groundwater extraction wells around the 157-Acre Site, which are pumped to collect and control groundwater in and beneath the waste zone.

The Upper OU RAP was modified by DTSC in 2009 through an Explanation of Significant Differences (ESD), which allowed for the use of a geosynthetic membrane material as a component of the landfill cap, instead of the low-permeability clay specified in the Upper OU RAP.[6]

Both the Upper OU RAP and Lower OU RAP were separately subject to CEQA clearance. The Upper OU RAP, and its associated CEQA documentation, is included as Appendix E in the certified 2018 SEIR. The Lower OU RAP, and its associated CEQA documentation, is included as Appendix G1 and G2 of the 2022 SEIR, respectively.

In addition to the Upper OU RAP and Lower OU RAP, certain Consent Decrees were issued for the 157-Acre Site by DTSC in December 1995, October 2000, and January 2004 in order to resolve claims made regarding the resolution of the contamination issues afflicting the 157-Acre Site (each, a Consent Decree); the 1995 Consent Decree is the only remaining Consent Decree that applies to the remedial obligations for the 157-Acre Site. In addition, the development of the 157-Acre Site is subject to the terms and conditions set forth in that certain document entitled Management Approach to Phased Occupancy (File No. 01215078.02), approved by DTSC on May 31, 2018 (the Management Approach to Phased Occupancy [MAPO]) and the phased development letter issued by DTSC to the Authority, dated October 17, 2017 (the Phased Development Letter). The MAPO and the phased development letter are included in the 2022 SEIR as Appendix G3 and G4, respectively. A Revised MAPO[7] was submitted to the DTSC on July 14, 2026. The Revised MAPO updates the May 2018 MAPO by providing a revised roadmap to occupancy that is based on phased development on a decision unit basis, in lieu of the prior model that was for development on a cell-by-cell basis. DTSC conditionally approved the Revised MAPO on July 21, 2026.

[6] The Upper OU Explanation of Significant Differences is included as Appendix F of the certified 2018 SEIR: California Department of Toxic Substances Control, *Explanation of Significant Differences*, July 31, 2009, https://ci.carson.ca.us/communitydevelopment/thedistrict.aspx.

[7] EKI. Revised Management Approach to Phased Occupancy, Former Cal Compact Landfill Site, Carson, California, July 14, 2026.

The 2006 FEIR and Addendum 1 to the 2006 FEIR also included an analysis of construction and operation of a LGCCS, which is designed to collect landfill gas (LFG) and treat it by combustion ("flaring"), with the condensate routed to the groundwater treatment facility.

The following specific LGCCS components have already been installed on the 157-Acre Site:

- Approximately 50,000 feet of below-ground LFG piping, including 2-inch and 4-inch lateral piping and 8-inch header piping;
- 9 below-ground condensate sumps;
- 33 LFG vaults in Cells 3, 4, and 5; 90 perimeter LFG monitoring probes at 46 locations along the boundary of Cells 3 and 5 are being monitored;
- 19 other LFG probes that have been installed along 405 freeway but are not being monitored;
- Vertical and horizontal LFG extraction wells:
  - Cell 1: no LFG wells or underground piping have been installed.
  - Cell 2: 81 vertical LFG wells and 27 horizontal collectors have been installed. The vertical LFG wells and horizontal collectors are piped to 13 locations where LFG vaults will be installed. None of the Cell 2 LFG vaults are currently installed and none of these LFG wells and horizontal collectors are connected to the LFG header.
  - Cells 3, 4, and 5: 101 vertical LFG wells and 58 horizontal LFG wells have been installed. Among the 101 vertical LFG wells, 67 vertical LFG wells are currently active and operating. No horizontal LFG wells are active.[8]

In addition, the existing central treatment unit is operational for the control of LFG collected from the existing active LGCCS on the 157-Acre Site.

Completion of the LGCCS to serve the entire 157-Acre Site will consist of installation of the remaining horizontal collectors and vertical LFG wells; lateral piping for new and existing vertical LFG wells and new horizontal LFG wells; relocation of existing LGCCS components where in conflict with the 2022 Project; startup of the existing installed but inactive vertical LFG wells; startup of the newly installed LGCCS components; documentation of the LGCCS completion on the 157-Acre Site via submittal of Remedial Action Completion Reports (each a RACR) to DTSC for each development Decision Unit (as defined in the MAPO); and approval of each such RACR by DTSC.

Collectively, the LGCCS and GETS, along with the Landfill Operation Center (LOC) which houses the treatment system equipment, are located on an approximately one-acre lot designated as Lot 14 of Tract No. 83481 recorded in the Official Records on November 9, 2023, with recording information of Book 1445, pages 53 through 66, of Maps (refer to Figure 1), adjacent to the Torrance Lateral. Lot 14 was not a part of the 2022 Project as it was to be retained by the Authority and operated by the Authority after implementation of the 2022 Project. The GETS and LGCCS, including the flare stacks associated with the LGCCS, are fully constructed and operational and the slab for the LOC has been constructed. However,

[8] Tetra Tech Inc., *Final Draft Landfill Operations, Maintenance, and ETS Collection and Treatment System and Condensate Control System*, 2016.

because there are more wells and piping to install, the LFGCCS itself is considered only partially constructed.[9] The additional LFG wells and piping and all future remediation activities on PA3 will be completed in accordance with the terms of the RAP by the Authority on Cells 4 and 5 and by Authority and Developer (in coordination with the Authority), respectively, on Cell 3.

As detailed in the 2006 FEIR, any changes in the design of the remedial systems would only be allowed if DTSC determined that the proposed design accomplishes the same performance objectives as the previously approved design and is protective of human health and the environment. The 2006 Project anticipated that the remedial work and subsequent vertical construction on each of the planning areas (i.e., PA1, PA2, and PA3) would be completed in a phased manner. DTSC's 2006 approval of phased development, however, did not allow residential occupancy on the 157-Acre Site until all areas of the former Cal Compact Landfill were capped and all necessary remedial actions completed for the entire 157-Acre Site.

Like the 2006 FEIR, the 2018 SEIR also analyzed phased occupancy, the 2018 SEIR, however, analyzed allowing certain commercial uses concurrent with remediation and remedial construction activities, subject to DTSC approval. On May 31, 2018, DTSC approved a MAPO providing for phased occupancy of certain commercial uses at the Site on a cell-by-cell basis.

As with the 2018 Project and the 2018 SEIR, compliance with and implementation of the Upper OU RAP and 2026 Revised MAPO on a Decision Unit basis requires that appropriate protective measures be in place for the developed Decision Units in the 157-Acre Site prior to development of the 2022 Project. According to the 2026 Revised MAPO, phased occupancy of any DTSC Decision Unit will not occur until corresponding DTSC-required Remedial Systems and building protection systems (BPS) are completed pursuant to the RAP; DTSC has approved a Decision-Unit Remedial Action Completion Report; DTSC have approved a Mitigation Measures Completion Report; the Local Enforcement Agency (LEA) has approved the BPS; and the City of Carson issues a Certificate of Occupancy.

Implementation of the Lower OU RAP would be protective of groundwater resources but was not required to make the Project Site safe for the 2022 Project; however, groundwater within the 157-Acre Site is currently being treated and is planned to continue to be performed post buildout of the 2022 Project.

Remediation of the Cal Compact Landfill commenced in 2009 by CM LLC (CAM) through its contractor, Tetra Tech Inc., which involved the installation of various features associated with the GETS, the LGCCS, and construction of a slab for the LOC. Following the transfer of the 157-Acre Site from CM LLC to the Authority in 2015, significant additional remediation work began on Cell 2 (PA2) in October 2018 but was halted in October 2019 due to disagreements between the Authority and CAM. Once remediation re-commences, the completion of the installation of the remedial systems necessary to serve Cell 2 is expected to be completed within 6 to 18 months. Aside from the already-installed remedial improvements on Cells 3 and 5, no remediation activities have occurred in Cell 1 (PA1) or Cells 3, 4, and 5 (PA3). In connection with the remedial activities currently being performed on the 157-Acre Site and

[9] In this 2021 SEIR, when the GETS, LGCCS, and/or LOC are mentioned, it is assumed that not all of the LFG wells have been installed nor has the LOC building itself been built. When constructed, the LOC building would provide offices, system controls, and storage space.

ongoing operations and maintenance of the 157-Acre Site, the 157-Acre Site currently includes groundwater and LFG treatment facilities that serve the entire 157-Acre Site as well as construction trailers and equipment located on Cell 1, subsurface utilities located on Cell 2, and soil, refuse, and material stockpiles and construction materials stored in various locations on the 157-Acre Site.

Conclusion

The 2022 SEIR represented a comprehensive revision of the 2018 SEIR and fully analyzed impacts from buildout of The District at South Bay Specific Plan and identified feasible mitigation measures to avoid or substantially lessen the magnitude of potential significant environmental impacts. Where analysis or mitigation from the 2006 EIR, Addendum 1, or 2018 SEIR remained applicable, the 2022 SEIR incorporated that analysis by reference and applied additional mitigation as new mitigation measures. For this reason, the analyses in this Environmental Checklist expressly focus on the differences between the Proposed Project and the analysis of the 2022 Project in the 2022 SEIR.

III. Proposed Project

Project Location

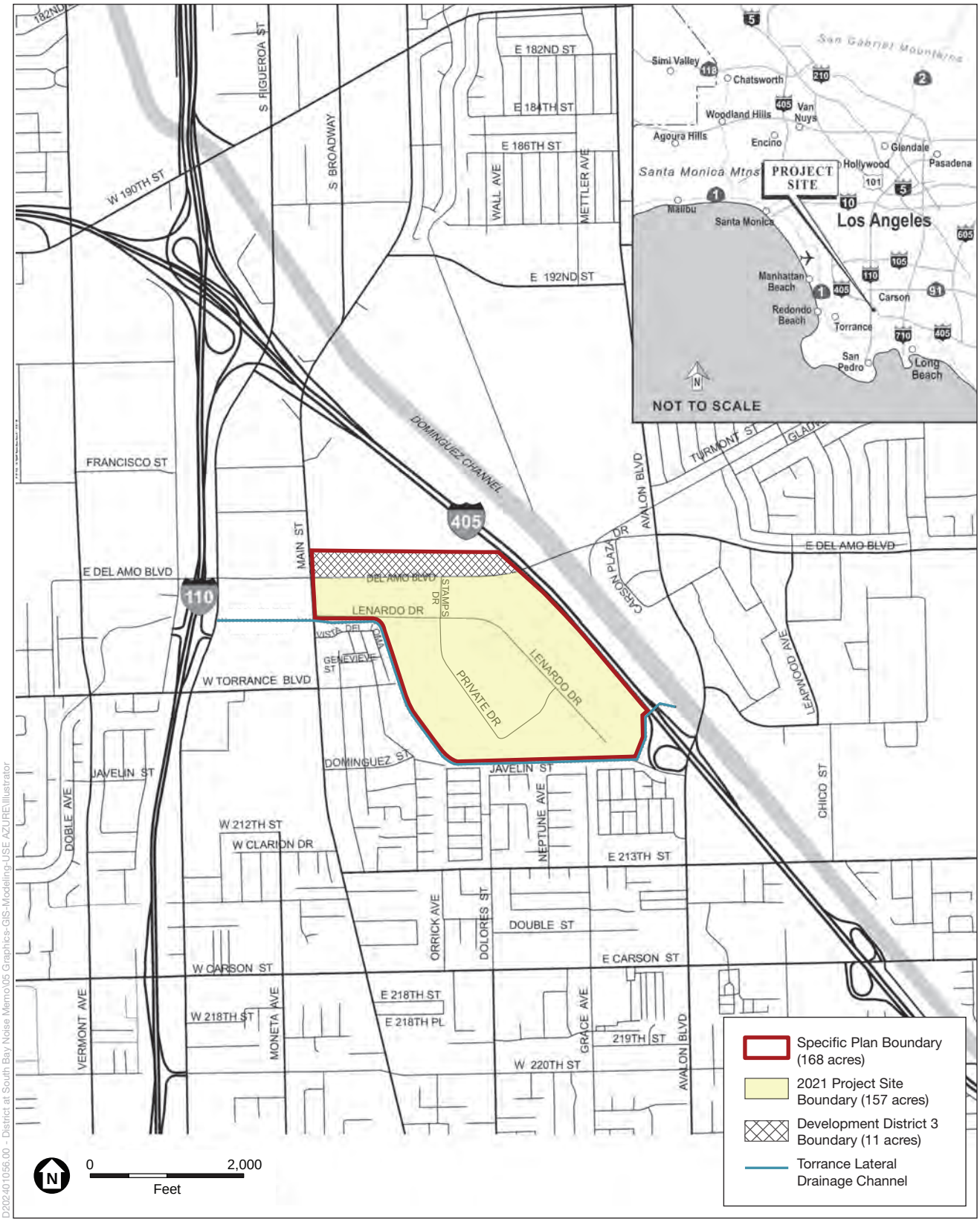
The 157-Acre Site (also referred to herein as the Project Site) is generally located at 20400 South Main Street in the City of Carson (City), approximately 17 miles south of downtown Los Angeles and approximately 6.5 miles east of the Pacific Ocean. The Project Site is located in the South Bay area of Los Angeles County. It is located west of the San Diego Freeway (Interstate 405 [I-405] Freeway), south of Del Amo Boulevard, and north of the Avalon Boulevard interchange with the I-405 Freeway. **Figure 4, Regional Location**, depicts the 157-Acre Site in a regional context.

The Project Site is divided into three planning areas and one Development District (DD) under the 2022 Specific Plan (which remain the same under the Proposed Specific Plan Amendment), as illustrated by **Figure 5, Planning Areas**. The Proposed Project does not change the residential or regional commercial uses previously approved under the 2018 Specific Plan for 61 acres of the 157-Acre Site (i.e., PA1 PA2) as compared to the 2022 Project.

Proposed Light Industrial Development

The applicant, Carson Goose Owner, LLC, proposes minor amendments to The District at South Bay Specific Plan to consolidate the PA3(a) and PA3(b) into a single planning area (PA3) and to modify the PA3 site layout to optimize the proposed buildings for current logistics and employment market conditions. The Proposed Project includes the following key refinements:

- **Consolidation of Subareas:** Merging PA3(a) and PA3(b) into a single, unified planning area (PA3) governed entirely by consistent light industrial development standards.
- **Removal of Commercial Component:** Eliminating the previously approved 33,800 sf Carson Country Mart commercial retail center and associated open space from PA3(b), completely removing retail activities from this project phase.



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SOURCE: ESA, 2020

District at South Bay

Figure 4
Regional Location

ESA

Specific Plan Boundary (168 acres)

2021 Project Site (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Channel

Planning Area 1

Planning Area 2

Planning Area 3(a)

Planning Area 3(b)

Embankment Lot (5 acres)

N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

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SOURCE: ESA, 2021

District at South Bay

Figure 5
Planning Areas

ESA

- **Reconfiguration of Industrial Campus:** Reducing the total number of light industrial buildings from six to five. This reconfigured five-building layout repositions Building E (formerly designated as Building F) within the southern portion of the consolidated site.
- **Maintenance of Permitted Square Footage:** The gross industrial floor area of the proposed light industrial buildings remains within the strict development limits established in prior entitlements and reviewed in prior CEQA documentation, avoiding any increase in the intensity or square footage of industrial use.
- **Preservation of Surrounding Areas:** No changes are proposed to PA1 (Residential) or PA2 (Regional Commercial), which remain exactly as evaluated under prior approvals.

The Proposed Project would retain the previously approved maximum of 1,567,090 sf of light industrial and ancillary office development, consisting of approximately:

- 1,442,090 sf of warehouse/light industrial use
- 75,000 sf of ancillary office
- 50,000 sf of mezzanine area

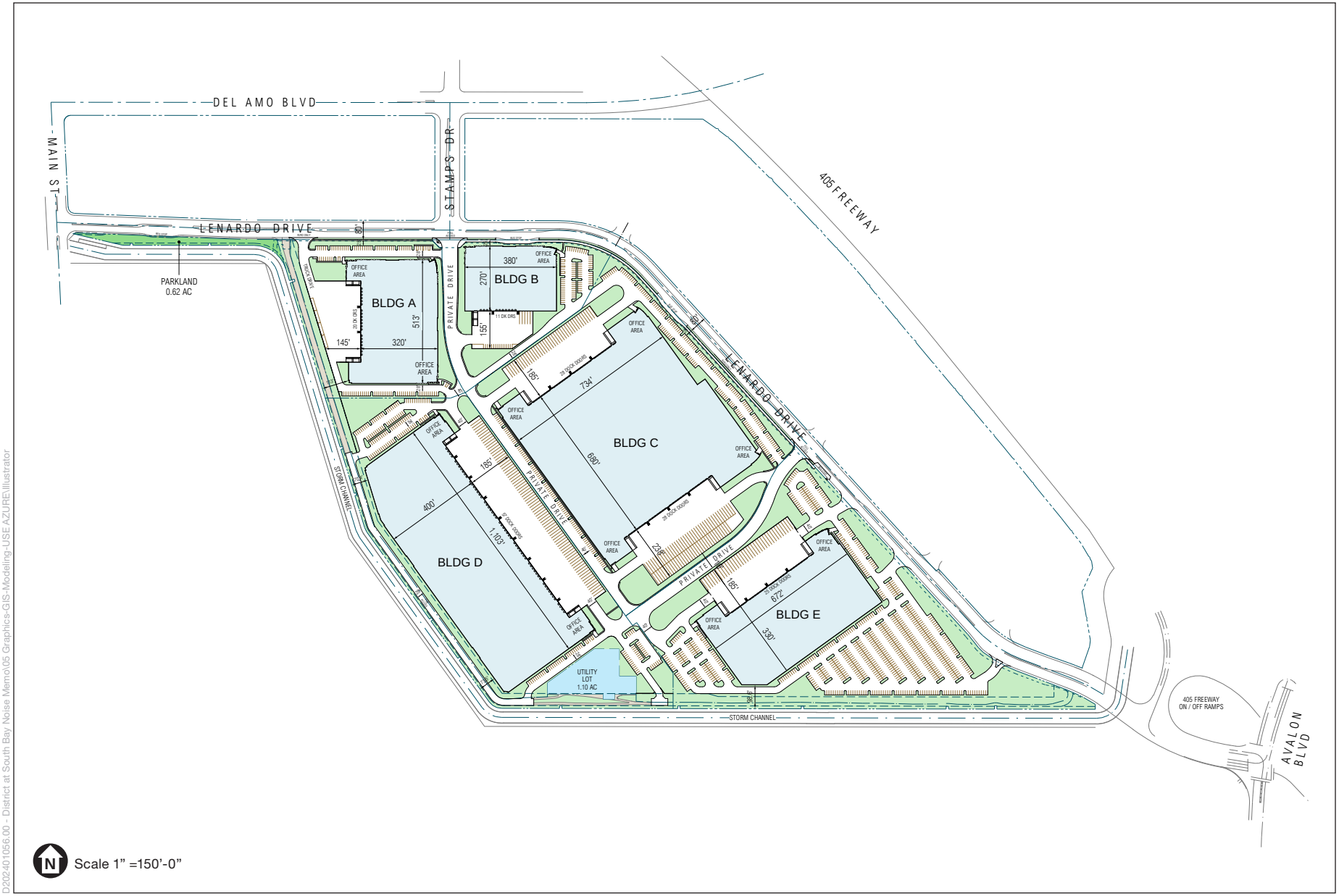
The reconfigured light industrial campus would distribute these uses as shown in **Table 2, Proposed Development Program**, and **Figure 6, Proposed Site Plan**. The revised site plan would consist of five buildings instead of the six buildings approved under the 2022 Project. Buildings A, B, D, and E would generally retain the same locations as previously approved, while the floor area previously allocated to Buildings C and E under the 2022 Project would be consolidated into a larger Building C.

TABLE 2
PROPOSED DEVELOPMENT PROGRAM

Building ID	Office (SF)	Warehouse (SF)	Mezzanine (SF)	Total Area (SF)
Building A	12,500	162,715	5,000	180,215
Building B	12,500	89,500	5,000	107,000
Building C	25,000	545,536	20,000	590,536
Building D	12,500	434,170	10,000	456,670
Building E	12,500	210,169	10,000	232,669
Total PA3	**75,000**	**1,442,090**	**50,000**	**1,567,090**

As planned for the 2022 Project, proposed light industrial buildings in the Proposed Project will reach a clear height between 50 feet and a maximum of 55 feet, with additional architectural features extending the height to between 56 feet and 65 feet.

The Proposed Project would continue to accommodate warehousing, logistics, distribution, fulfillment, and related light industrial uses with ancillary office space and supporting truck courts, circulation facilities, parking areas, landscaping, utilities, and remediation infrastructure. Operations would continue to occur within a master-planned industrial campus designed to support contemporary logistics and employment-generating uses serving the South Bay and regional market areas.



SOURCE: RGA, 2026

District at South Bay

Figure 6
Proposed Site Plan

ESA

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As was analyzed in the 2022 SEIR, the proposed light industrial and ancillary office uses provided in PA3(a) will operate 24 hours per day, 7 days per week. Operational activities associated with loading and forklift usage will occur within the light industrial buildings. In addition, trucks accessing the PA3(a) will have an idling time limit of 2 minutes. The only outdoor activities, beyond the arrival and departure of trucks and/or other automobiles, will be landscaping activities and the removal of trash.

The light industrial areas within PA3(a) will not be air-conditioned but will be ventilated; however, the ancillary office uses, totaling 75,000 sf, will be air conditioned. It is assumed that one ventilator fan will be provided for each 40,000 sf of light industrial uses, and one emergency generator will be provided in each light industrial building. In addition, it is assumed that refrigeration will be provided in up to 10 percent of Buildings D and E (i.e., 76,379 sf); however, less (or no) refrigeration may occur.

As with the 2022 Project, truck loading docks for each light industrial building adjacent to the Torrance Lateral (closest to the residential areas) will be designed to either face the interior of the Project Site or be screened from surrounding residents through the use of landscaping and/or sound walls.

Utilities and Infrastructure

Utility and infrastructure improvements would be substantially similar to improvements planned for PA3 in the 2022 Project with the exception that transportation infrastructure would be slightly modified to accommodate the change in building configuration and elimination of the Carson Country Mart. The planned roadways would be generally the same; however, driveway placement would be altered to provide access to reconfigured driveways and the proposed additional parking area.

Employees

During construction, the Proposed Project is anticipated to be served by a similar number of construction employees to employee numbers estimated for construction in PA3 in the 2022 SEIR.

During project operations, the Proposed Project would be anticipated to have similar employee numbers to those anticipated for the light industrial and ancillary office uses analyzed in the 2022 SEIR for PA3, which was based on the approximate square footage

Project Construction Activities and Schedule

Construction Duration and Phasing

The Proposed Project construction activities remain similar in anticipated duration to those set forth in the 2022 Project, namely site preparation (i.e., mass grading, placement of piles, and the construction of building pads); implementation of the Upper OU RAP; installation of on-site utilities, roads, and parking lots; connection to off-site utilities/systems; and vertical site construction.

Construction of development in PA3 would consist of three distinct construction phases: remediation, horizontal, and vertical, as was planned for the 2022 Project and previous development on PA3. The remediation phase consists of relocation of some landfill trash, backfilling where necessary, compaction,

and rough grading.[10] The horizontal phase would consist of fine grading, utility installation, pad construction and paving. The vertical phase would consist of building construction and architectural coating.

TABLE 3
PLANNING AREA 3 CONSTRUCTION DURATIONS

Construction Phase	Approximate Duration	Start Date	End Date
Remediation	10 Months	10/01/2026	08/01/2027
Horizontal	11 Months	12/01/2026	10/31/2027
Vertical	7 Months	11/01/2027	05/31/2029

Construction Measures

The Proposed Project would implement the Construction Measures included in the 2022 Project including the prioritization of the use of electric, battery-powered, natural gas, or hybrid equipment where feasible; otherwise, equipment that meets EPA Tier 4 Final emissions standards (or Tier 3 for specialized equipment when Tier 4 is unavailable) would be utilized, with documentation provided upon request, and vertical construction applicants would use best efforts to achieve a 40 percent clean-equipment goal. These measures would continue to be required to be listed in all construction contracts and subcontracts.

Deep Dynamic Compaction and Pile Driving

Consistent with the previously approved 2022 Project, vertical development within PA3 would be supported using pile driving methods rather than deep dynamic compaction (DDC). While DDC may remain a potential site preparation technique in PA1 and PA2 to improve underlying soil conditions, there are currently no plans to use DDC in those areas, and it would not occur where pile-supported building pads are required. Accordingly, as was assumed under the 2022 Project, DDC is not anticipated within PA3.

Required Discretionary Actions

Implementation of the Proposed Project is anticipated to require, but may not be limited to, the following approvals by the City of Carson:

1. Specific Plan Amendment to achieve the following:
    a. Merge PA3(a) and PA3(b);
    b. Remove the Carson County Mart and redesignate the area in PA3(b) to be merged with PA3(a) for light-industrial use;
    c. Reconfiguration of PA3 site plan to include five light-industrial buildings with Building C merging the former Buildings C and E but with identical overall light industrial square footage as prior approvals, addition of parking area, and removal of previously approved park use. Building E renames the former Building F and has been rotated onsite and located in the former PA3(b) area;

[10] The reference to compaction in this context is to soil compaction rather than DDC.

2. Development Agreement Amendment to achieve the following:
    a. Remove the Carson County Mart;
    b. Adopt the proposed new site plan for PA3 to include five light industrial buildings;
    c. Incorporate changes previously approved through the Minor Modification approved by the City on February 29, 2024;
    d. Other negotiated benefits for the City and Applicant;
3. Director of Planning approval of the proposed new site plan for PA3;
4. Updated Vesting Tentative Tract Map to re-subdivide the Site.

Project Changes Relevant to Environmental Analysis

The Proposed Project would introduce the following primary changes relative to the 2022 Project:

- **Commercial land uses would decrease**, with the elimination of approximately 33,800 sf of previously approved retail, restaurant, café, and food-service uses associated with the Carson Country Mart.
- **Publicly accessible recreation and community amenity areas would decrease**, including removal of the previously approved Carson Country Mart park, event, recreation, and open-space components.
- **Light industrial acreage would increase** through conversion of the former PA3(b) commercial and recreation area to light industrial development and supporting facilities.
- **Total industrial floor area would remain unchanged**, with the Project retaining the previously approved maximum of 1,567,090 sf of light industrial and ancillary office uses.
- **Overall development intensity would be reduced**, as the proposed Project would not increase the total approved industrial square footage and the retail and restaurant uses would be removed from the previous PA3(b).
- **Surface parking area would increase** relative to the 2022 Project due to replacement of commercial and recreational uses with industrial development and associated landscaped areas and parking fields.
- **Commercial customer and visitor trips would decrease** as a result of eliminating the retail, restaurant, and recreation uses associated with the Carson Country Mart.
- **Recreation-related and special-event trips would decrease** due to elimination of programmed open-space and event-oriented uses.
- **Employment associated with retail, restaurant, recreation, and hospitality-type uses would decrease.**
- **Employment associated with warehouse, fulfillment, logistics, and distribution uses would not substantially change**, reflecting the consistent square footage of industrial use.
- **Water demand, wastewater generation, solid waste generation, and utility demand would modestly remain within the overall envelope previously analyzed for PA3**, because the approved maximum industrial development capacity would not increase and retail and restaurant uses would be eliminated.

- **Construction methods and overall construction activities would remain generally similar to those evaluated for the 2022 Project**, consisting of remediation, horizontal improvements, utility installation, and vertical construction.

IV. Section 15168 Evaluation Criteria

CEQA Guidelines Section 15168(a) defines a program EIR as an EIR which may be prepared on a series of action that can be characterized as one large project and are related either:

- Geographically
- Are logical parts in the chain of contemplated actions,
- In connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program, or
- As individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways.

CEQA Guidelines Section 15168(c) governs the use of a certified Program EIR (in this instance, the 2022 SEIR, which served as a program-level document for the subsequent cells) for later site activities, for which CEQA requires those later activities to be examined in the light of the program EIR to determine whether an additional environmental document must be prepared.

Later Activities of a Program Under a Certified Program EIR

Pursuant to Section 15168(c)(2), if the lead agency determines that pursuant to Section 15162, no subsequent EIR would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required. Whether proposed project can be considered to be a later activity in a program is a factual question that the lead agency determines based on substantial evidence in the record. Factors that an agency may consider in making that determination include, but are not limited to consistency of the later activity with the following as described in the program EIR:

- Type of allowable land use
- Overall planned density
- Building intensity
- Geographic area analyzed for environmental impacts
- Covered infrastructure

The City has determined that the Proposed Project constitutes a later activity within the scope of the development program previously evaluated in the 2022 SEIR and is therefore appropriately reviewed pursuant to CEQA Guidelines Section 15168(c). The proposed Project would occur entirely within PA3, the same geographic area evaluated in the 2022 SEIR, and would implement modifications to land uses, site design, and development standards previously contemplated within The District at South Bay Specific Plan. The proposed Project would not expand development beyond the boundaries of the Specific Plan area or PA3 analyzed in the 2022 SEIR.

The Proposed Project would remain generally consistent with the type of development evaluated in the 2022 SEIR. Although the Project would eliminate the previously approved Carson Country Mart commercial, restaurant, recreation, and open-space component within PA3(b), it would continue to implement land uses expressly analyzed in the 2022 SEIR by retaining and expanding light industrial, warehousing, logistics, fulfillment, distribution, and ancillary office uses previously approved within PA3. The Proposed Project would therefore not introduce a new land use type or development activity that was not previously considered within the environmental review framework established by the 2022 SEIR.

The Proposed Project would also remain consistent with the overall development density and intensity evaluated in the 2022 SEIR. The Project would maintain the previously approved maximum development program of 1,567,090 sf of light industrial and ancillary office uses and would not increase the total amount of approved industrial floor area. Thus, anticipated operational activity within proposed light industrial and ancillary office uses would have the same impact profile as has already been analyzed for that use, including employment levels, worker trips, truck traffic, utility demands, and associated environmental effects. While the proposed site plan would reconfigure building locations and reduce the number of industrial buildings from six to five, the Proposed Project would not increase the total approved building area, development capacity, or intensity beyond that previously analyzed.

In addition, the Proposed Project would continue to rely upon the same infrastructure systems evaluated in the 2022 SEIR, including the roadway network, utilities, drainage facilities, flood control infrastructure, remediation systems, landfill gas collection and treatment systems, groundwater extraction and treatment systems, and other supporting facilities serving PA3 and the broader Specific Plan area. The Project would not require new off-site infrastructure systems or facilities beyond those previously contemplated and analyzed as part of the Specific Plan development program.

Accordingly, the Proposed Project is consistent with the fundamental characteristics of the development program evaluated in the 2022 SEIR, including the type of allowable land uses, overall development intensity, geographic location, and supporting infrastructure framework. Because the Proposed Project constitutes a later activity within the scope of the program previously evaluated in the 2022 SEIR, the appropriate next step under CEQA Guidelines Section 15168(c)(2) is to determine whether any of the conditions identified in CEQA Guidelines Section 15162 are present that require preparation of a subsequent or supplemental EIR.

Requirements for Subsequent or Supplemental EIR or MND

To confirm eligibility under Section 15168(c)(2), the agency must apply the criteria of CEQA Guidelines Section 15162. Although the requested amendments currently before the City for the Proposed Project would result in refinements to the District at South Bay Specific Plan and Development Agreement, the City can rely on information in the certified CEQA documents identified above and described in greater depth in the Project Background discussion, to the extent they remain relevant and adequate. Consistent with the requirements of CEQA Guidelines Section 15162, the City, in its capacity as the CEQA lead agency for the 2022 SEIR, must determine whether any changed circumstances or “new information of substantial importance” would trigger the need for a subsequent EIR. No subsequent EIR is to be prepared for a project *unless*, based on substantial evidence in the light of the whole record, the lead agency determines one or more of the following conditions to be applicable:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If the lead agency determines a later activity in a program does not meet any of the criteria in Section 15162 that would require the preparation of a subsequent or supplemental EIR, the activity is deemed to be entirely within the scope of the program EIR, meaning no new environmental clearance document is required.

This environmental checklist has been prepared to determine whether any additional environmental review would be required for the City to consider approval of the Proposed Project. This analysis considers whether the Proposed Project or environmental conditions that exist today have changed such that new or substantially more-severe environmental impacts would occur from development of the Proposed Project compared to impacts of development of the properties making up the project site as evaluated in the 2022 SEIR.

V. Environmental Checklist

Explanation of Checklist Evaluation Categories

As described above, in considering the discretionary actions required for implementation of the Proposed Project, the City must comply with CEQA. To do so, the City must determine whether the environmental analysis contained in the 2022 Supplemental Environmental Impact Report (2022 SEIR), comprised of the 2021 Draft Supplemental Environmental Impact Report (2021 DSEIR) and the 2022 Final Supplemental Environmental Impact Report (2022 FSEIR), remain sufficient to support the approvals required for the Proposed Project. As discussed in the Project Background, the 2022 SEIR is the

applicable Program EIR for the Proposed Project and provides the environmental baseline against which the Proposed Project is evaluated.

The purpose of the following checklist is to evaluate whether any "changed condition" exists that could require additional environmental review pursuant to CEQA Guidelines Sections 15162 and 15168(c)(2). Changed conditions include (1) substantial changes to the Project; (2) substantial changes in the circumstances under which the Project would be undertaken; or (3) new information of substantial importance that was not known and could not have been known at the time the 2022 SEIR was certified. The checklist is intended to determine whether any such changed condition would result in a new significant environmental impact or a substantial increase in the severity of a previously identified significant impact.

The environmental issue areas included in the checklist generally correspond to the topics analyzed in the 2022 SEIR. The checklist columns have been organized to address the questions presented by CEQA Guidelines Sections 15162 and 15168 regarding whether the Proposed Project remains within the scope of the development program evaluated in the 2022 SEIR and whether preparation of a subsequent or supplemental EIR would be required. A response of “No” does not necessarily indicate that impacts associated with a particular environmental topic would not occur. Rather, it indicates that the Proposed Project would not result in a new significant impact, a substantial increase in the severity of a previously identified impact, or other changed condition requiring additional environmental review beyond that provided in the 2022 SEIR. In many instances, impacts would continue to occur but would remain within the range of impacts previously analyzed and disclosed in the 2022 SEIR, including those addressed through previously adopted mitigation measures.

Accordingly, environmental topics may receive a "No" response because the impacts associated with the Proposed Project have already been adequately evaluated in the 2022 SEIR and the environmental impact conclusions reached in the 2022 SEIR remain valid. The purpose of each checklist column is described below.

Where Impact Was Analyzed in the Prior Environmental Document

This column provides a cross-reference to the pages of the 2022 SEIR where information and analyses may be found relative to the environmental issue listed under each topic.

Do Proposed Project Changes Involve New or Substantially More-Severe Significant Impacts?

Pursuant to Section 15162(a)(1), this column indicates whether there have been substantial changes proposed in the Proposed Project that would require major revisions of the 2022 SEIR environmental analyses due to the identification of new a significant environmental effect or a substantial increase in the severity of a previously identified impact.

Any New Circumstances Involving New or Substantially More-Severe Significant Impacts?

Pursuant to CEQA Guidelines Section 15162(a)(2), this column indicates whether there have been substantial changes to the circumstances under which the project is undertaken that have occurred

subsequent to the 2022 SEIR, which would result in the Proposed Project having a new significant environmental impact that were not considered in the 2022 SEIR or that substantially increase the severity of a previously identified impact.

Any Substantially Important New Information Requiring New Analysis or Verification?

Pursuant to CEQA Guidelines Section 15162(a)(3)(A–D), this column indicates whether new information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the 2022 SEIR was certified is available requiring an update to the prior analysis to verify that the environmental conclusions and mitigations remain valid. If the new information shows that: (A) the Proposed Project will have one or more significant effects not discussed in the prior environmental documents; or (B) that significant effects previously examined will be substantially more severe than shown in the prior environmental documents; or (C) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) that mitigation measures or alternatives which are considerably different from those analyzed in the prior environmental documents would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative, the question would be answered 'Yes' requiring the preparation of a subsequent EIR or supplement to the 2022 SEIR.

However, if the additional analysis completed as part of this Environmental Checklist Review finds that the conclusions of the 2022 SEIR remain the same and no new significant impacts are identified, or identified significant environmental impacts are not found to be substantially more severe, the question would be answered 'No' and no additional EIR documentation (supplement to the EIR or subsequent EIR) would be required. Notably, where the only basis for preparing a subsequent EIR or a supplement to an EIR is a new significant impact or a substantial increase in the severity of a previously identified impact, the need for the new EIR can be avoided if the project applicant agrees to one or more mitigation measures that can reduce the significant effect(s) at issue to less than significant levels (see *River Valley Preservation Project v. Metropolitan Transit Development Board* [1995] 37 Cal.App.4th 154, 168).

Mitigations Implemented or Address Impacts?

This column indicates whether the 2022 SEIR provided mitigation measures to address effects in the related impact category. Only relevant mitigation measures from the 2022 SEIR are included in this environmental checklist. In some cases, the mitigation measures may have already been implemented since the time the 2022 SEIR was certified. A "Yes" response will be provided in either instance. If "N/A" is indicated, this Environmental Checklist Review concludes that the impact would not occur with the Proposed Project and, therefore, no mitigation measures are needed. A "No" response indicates that mitigation measures are proposed in this document and have been agreed to by the applicant.

Discussions and Mitigation Sections

Discussion

A discussion of the elements of the checklist is provided under each environmental category to clarify the answers. The discussion provides information about the environmental issue, how the Proposed Project relates to the issue, differences in the potential impacts associated with the Proposed Project relative to those previously described in the 2022 SEIR, and the status of any mitigation that may be required or that has already been implemented.

Mitigation Measures

Applicable mitigation measures from the 2022 SEIR that apply to the Proposed Project are listed under each environmental category. New mitigation measures are included, if needed.

Conclusions

A discussion of the conclusion relating to the need for additional environmental documentation is contained in each section.

Effects Found Not to Be Significant

As discussed on page I-10 of the 2022 Draft Supplemental Environmental Impact Report (DSEIR), the Notice of Preparation (NOP) for the project, circulated between April 16, 2021, and May 17, 2021, determined that the project would not result in potentially significant impacts related to agriculture and forestry resources, mineral resources, or wildfire. Consequently, these issue areas were not carried forward for analysis in the 2022 SEIR. The Proposed Project would not introduce changes that would alter these conclusions. Accordingly, the previous determinations remain valid, and agriculture and forestry resources, mineral resources, and wildfire are not addressed further in this document.

Environmental Analysis

Aesthetics

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
1. Aesthetics. Would the project:					
a. Have a substantial adverse effect on a scenic vista?	2021 DSEIR page VI-2	No	No	No	N/A
b. Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?	2021 DSEIR pages VI-2 to VI-3	No	No	No	N/A
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	2021 DSEIR pages IV.B-26 to IV.B-41	No	No	No	Yes

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	2021 DSEIR pages IV.B-26 to IV.B-41	No	No	No	Yes

Discussion

Relevant Changes to Project Related to Aesthetics

From an aesthetics perspective, the Proposed Project would primarily modify internal site planning and building placement. The Proposed Project would continue to develop a remediated landfill site with contemporary industrial buildings, landscaping, circulation improvements, parking areas, screening features, and site lighting. The Proposed Project would not introduce taller buildings, substantially larger structures, new visually prominent uses, or new signage concepts beyond the scope of development previously analyzed. Removal of the Carson Country Mart reduces the amount of commercial architectural features, activity areas, decorative lighting, and associated signage that were previously contemplated.

Relevant Changes to Environmental Setting

The environmental setting associated with visual resources has not materially changed since certification of the 2022 SEIR. The project site remains located north of Interstate 405, west of Avalon Boulevard, and adjacent to regional transportation infrastructure, commercial development, flood-control facilities, and urbanized residential neighborhoods. The site continues to be characterized by its history as a remediated landfill and by ongoing development and infrastructure improvements within the South Bay area.

No state scenic highways have been designated adjacent to the project site, and the site does not contain scenic resources such as significant rock outcroppings, scenic vistas, or historic visual landmarks that were not previously addressed. Existing public views continue to consist largely of freeway corridors, developed urban land uses, utility infrastructure, and the remediated project site. There have been no new scenic resource designations, visual-resource protections, or other changed circumstances that would alter the conclusions reached in the 2022 SEIR.

Comparative Impacts Discussion

The 2022 SEIR evaluated impacts related to scenic vistas, scenic resources, visual character, light, and glare. The prior analysis concluded that development of the Specific Plan area would change the visual appearance of the site from an undeveloped remediated landfill to an urbanized mixed-use environment. Although design features and mitigation measures would improve project appearance through landscaping, setbacks, façade articulation, screening, and lighting controls, the fundamental conversion of the site represented a significant and unavoidable visual character impact.

The Proposed Project does not expand the approved development footprint, increase building heights beyond previously evaluated limits, intensify industrial floor area, or introduce new visually dominant features. Instead, the Proposed Project reduces the variety of land uses by removing the previously

approved Carson Country Mart retail and restaurant component. The resulting five-building industrial campus remains within the size, scale, and intensity envelope previously evaluated.

With respect to scenic vistas and scenic resources, the project site remains located within an urbanized portion of Carson and continues to lack designated scenic vistas or scenic highways affected by the Proposed Project. Therefore, the Proposed Project would not create new impacts or substantially increase previously identified impacts.

Regarding visual character, the Proposed Project would continue to result in the same general site transformation analyzed in the 2022 SEIR – conversion of a remediated landfill into developed industrial uses. While the precise building arrangement has changed, the visual outcome remains consistent with the approved industrial character contemplated by the 2022 SEIR. Because floor area, building scale, development intensity, and land use designations remain substantially similar, the Proposed Project would not result in a new significant impact or a substantial increase in the severity of the previously disclosed significant and unavoidable visual character impact.

Regarding light and glare, the Proposed Project does not introduce new lighting technologies, intensities, or operating characteristics beyond those analyzed in the 2022 SEIR. In fact, elimination of the retail component would reduce opportunities for decorative lighting, illuminated storefronts, restaurant lighting, and commercial signage. Existing lighting standards, shielding requirements, sign luminance limitations, and site plan review requirements remain applicable. Therefore, light and glare impacts would continue to be less than significant with implementation of previously adopted project design features (PDFs) and mitigation measures.

Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant aesthetic impacts, substantially more-severe impacts, changed circumstances creating new significant impacts, or new information of substantial importance requiring major revisions to the prior environmental document.

Mitigation Measures

The following project design features (PDFs) and mitigation measures from the 2022 SEIR remain applicable to the Proposed Project to minimize visual character, lighting, glare, and land use compatibility impacts. Applicable requirements generally address building siting and setbacks, architectural design, landscaping, screening of service and utility areas, lighting design, signage controls, and site plan review. In addition, Mitigation Measures B-1 through B-4 require enhanced setbacks adjacent to residential uses, compliance with sign standards, controls on sign illumination and light trespass, and detailed site design review addressing landscaping, architectural treatment, screening, and lighting. These requirements remain applicable to the Proposed Project and continue to provide effective mitigation for aesthetics-related impacts Refer to Chapter II, Mitigation Monitoring and Reporting Program, of the 2022 SEIR for the complete text of applicable PDFs and mitigation measures.

Project Design Features

> **2021 SEIR PDF-A1** limits sign lighting luminance to a maximum of 500 candelas per square meter during nighttime hours and a maximum of 10,000 candelas per square meter during daytime hours.

2021 SEIR PDF-A2 requires illuminated signs with the potential to exceed 500 candelas per square meter to incorporate automatic electronic controls that reduce luminance when ambient light levels fall below 100 foot-candles.

2021 SEIR PDF-A3 requires annual submittal of documentation demonstrating compliance with sign luminance standards and proper operation of electronic brightness-control mechanisms, with adjustments made if required by the City.

2021 SEIR PDF-A4 requires enhanced vegetation and tree-canopy screening along the PA3 perimeter adjacent to residential uses, including a minimum 20-foot-wide canopy buffer designed by a registered arborist and established within five years, subject to site constraints.

2022 SEIR Mitigation Measures

Mitigation Measure B-1 requires Buildings A and D along the western PA3 boundary to maintain a 70-foot setback from the property line adjacent to the Torrance Lateral and requires buildings taller than 60 feet adjacent to residential uses to maintain a minimum 250-foot setback.

Mitigation Measure B-2 requires distribution, placement, and orientation of signs along the I-405 Freeway to be substantially consistent with the signage concepts and sign standards contained in the 2021 Specific Plan Amendment.

Mitigation Measure B-3a requires illuminated signs visible from residential uses within 1,000 feet to be limited to less than 300 candelas per square meter during nighttime hours.

Mitigation Measure B-3b requires sign area and/or luminance to be limited so light trespass at a residential property line remains below 0.74 foot-candle when signs are visible from residences within 1,000 feet.

Mitigation Measure B-4 requires site plan review to ensure implementation of design measures addressing landscaping, architectural treatment, screening of accessory facilities, lighting controls, and comprehensive sign programs. Landscaping must use native trees, shrubs, and groundcovers; parking lots must include landscape coverage; buildings must incorporate articulated facades; accessory facilities must be screened; lighting must be directed on-site; and sign programs must address design, location, size, and illumination, including preparation of technical lighting studies when necessary

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements, consolidation of planning areas, removal of the previously approved commercial component, and reconfiguration of industrial buildings without increasing the approved industrial development intensity. The environmental setting has not changed in a manner that would create new visual sensitivities or scenic-resource impacts. Accordingly, the Proposed Project would not result in new significant aesthetic impacts or substantially more-severe impacts than those previously disclosed. Existing PDFs and mitigation measures addressing setbacks, architectural treatment, landscaping, signage, lighting, and glare remain applicable and effective. There is no new information of substantial importance indicating that previously identified impacts would be more severe

or that additional feasible mitigation measures are required. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for aesthetics, visual character, light, or glare.

Air Quality

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
2. Air Quality. Would the project:					
a. Conflict with or obstruct implementation of the applicable air quality plan?	2021 DSEIR pages IV.D-23 to IV.D-83	No	No	No	Yes
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	2021 DSEIR pages IV.D-23 to IV.D-83	No	No	No	Yes
c. Expose sensitive receptors to substantial pollutant concentrations?	2021 DSEIR pages IV.D-23 to IV.D-83	No	No	No	Yes
d. Result in other emissions (such as those leading to odors) affecting a substantial number of people?	2021 DSEIR pages IV.D-23 to IV.D-83	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Air Quality

The Proposed Project would eliminate the previously approved Carson Country Mart commercial, restaurant, recreation, and open-space uses within PA3(b) and would consolidate PA3(a) and PA3(b) into a single light-industrial planning area. The Proposed Project would not increase the previously approved maximum of 1,567,090 sf of light industrial and ancillary office development evaluated in the 2022 SEIR. Rather, the Project would retain the approved industrial development capacity and reconfigure the site plan from six industrial buildings to five industrial buildings.

Relative to the 2022 Project, the Proposed Project would reduce commercial and recreational activity, reduce customer- and visitor-serving trips associated with the Carson Country Mart, eliminate event-related activities and associated vehicle trips, and increase the proportion of the site devoted to warehouse, logistics, fulfillment, distribution, and ancillary office uses. The Project would therefore modify the composition of operational emissions sources but would not increase the total approved industrial development capacity previously evaluated in the 2022 SEIR. The Proposed Project would maintain the previously approved maximum of 1,567,090 sf of light industrial and ancillary office development evaluated in the 2022 SEIR and would not increase the approved industrial development capacity. Thus, the Proposed Project's light industrial and ancillary office operations would be expected to have the same general operational profile as was previously analyzed for those uses, including employment levels, worker trips, truck trips, utility demands, and associated environmental effects.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, utility installation, roadway and parking construction, and vertical building

construction. Construction equipment, haul trucks, remediation activities, soil import activities, and other emissions-generating construction sources would be similar in type to those evaluated in the 2022 SEIR.

Relevant Changes to Environmental Setting

The Project Site remains within the South Coast Air Basin (SCAB), which continues to be administered by the South Coast Air Quality Management District (SCAQMD). The SCAB remains designated as nonattainment for federal and/or State ozone and particulate matter standards. Since certification of the 2022 SEIR, no substantial physical changes have occurred in the vicinity of PA3 that would materially alter the air quality setting relevant to Project impacts.

Sensitive receptors in the vicinity of the Project Site generally remain the same as those identified in the 2022 SEIR and continue to include nearby residential uses and other sensitive land uses located within the broader South Bay area.

Comparative Impacts Discussion

The 2022 SEIR evaluated construction emissions, operational emissions, cumulative air quality impacts, localized pollutant concentrations, toxic air contaminants, health risks, odor impacts, and consistency with applicable air quality plans associated with implementation of the approved development program. The analysis considered emissions generated by remediation activities, grading, excavation, soil hauling, truck traffic, industrial operations, transportation refrigeration units, stationary sources, and area-wide operational activities.

The 2022 SEIR determined that construction VOC emissions would be reduced to less than significant with mitigation, while regional operational emissions, overlapping construction and operational emissions, and cumulative regional emissions would remain significant and unavoidable for certain criteria pollutants even after mitigation. The 2022 SEIR also determined that localized emissions, health risk, toxic air contaminant, and odor impacts would be less than significant with implementation of project design features and mitigation measures.

The 2022 SEIR incorporated numerous Project Design Features (PDFs) and mitigation measures intended to reduce construction and operational air quality impacts. Construction-related PDFs included cleaner construction equipment requirements, electric equipment requirements, idling restrictions, haul truck controls, dust suppression requirements, and contractor compliance procedures. Operational PDFs included stationary-source controls, energy efficiency measures, electric vehicle infrastructure, electric cargo-handling equipment, transportation refrigeration unit restrictions, fleet electrification requirements, truck management measures, and operational emission reduction commitments. These measures formed part of the assumptions evaluated in the 2022 SEIR and contributed to the air quality impact conclusions.

The following discussion evaluates whether the impacts addressed by those measures remain applicable to the Proposed Project, whether any measures are no longer relevant, and whether any new mitigation measures would be required.

Consistency with Applicable Air Quality Plans

The 2022 SEIR evaluated consistency with the applicable SCAQMD Air Quality Management Plan and other applicable air quality regulations and concluded that the approved development program would not conflict with implementation of adopted air quality plans.

The Proposed Project would not increase the approved industrial floor area evaluated in the 2022 SEIR and would continue to implement the same air-quality-related PDFs and mitigation measures adopted for the 2022 Project. The Proposed Project would therefore remain within the land use and operational assumptions evaluated in the 2022 SEIR.

Accordingly, the Proposed Project would not conflict with applicable air quality plans in a manner not previously analyzed. Air quality plan consistency impacts would remain less than significant, and no new mitigation measures are required.

Construction Emissions

The 2022 SEIR identified potentially significant construction emissions associated with remediation, grading, excavation, soil hauling, utility installation, and building construction. To address these impacts, the 2022 SEIR adopted construction-related PDFs and mitigation measures including cleaner equipment requirements, idling restrictions, haul-truck controls, equipment-maintenance requirements, coating restrictions, dust controls, vehicle tracking measures, and other construction emissions controls. These measures were relied upon to reduce construction VOC emissions to less-than-significant levels.

The Proposed Project would involve generally similar construction activities within the same PA3 development envelope evaluated in the 2022 SEIR. Although the site plan would be modified, the Project would not increase the approved development intensity or introduce construction emissions sources not previously analyzed.

Accordingly, the same construction-emissions impact mechanisms evaluated in the 2022 SEIR would continue to exist. The previously adopted construction PDFs and mitigation measures remain directly applicable to the Proposed Project and would continue to reduce construction emissions. Construction air quality impacts would remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. No new mitigation measures are required.

Operational Emissions

The 2022 SEIR evaluated operational emissions associated with industrial operations, truck activity, employee vehicle trips, transportation refrigeration units, stationary sources, energy use, and related operational activities. The 2022 SEIR concluded that regional operational emissions would remain significant and unavoidable for certain criteria pollutants even with implementation of adopted PDFs and mitigation measures.

The Proposed Project would eliminate commercial, restaurant, recreation, and event-related activities associated with the Carson Country Mart. However, the Proposed Project would not increase the approved industrial development capacity evaluated in the 2022 SEIR and would continue to implement the operational PDFs relied upon in the prior analysis.

Because the same operational emissions mechanisms evaluated in the 2022 SEIR would continue to occur, the previously adopted operational PDFs remain applicable to the Proposed Project. Operational emissions impacts would remain within the range evaluated in the 2022 SEIR and would continue to be significant and unavoidable, consistent with the conclusions of the 2022 SEIR. No new mitigation measures have been identified that would further reduce these impacts beyond those previously adopted.

Sensitive Receptors and Health Risk

The 2022 SEIR evaluated localized emissions, toxic air contaminant exposure, health risks, truck idling emissions, and transportation refrigeration unit emissions and concluded these impacts would be less than significant with implementation of applicable project design features and mitigation measures.

The Proposed Project would not introduce new sensitive receptors, expand development beyond the area evaluated in the 2022 SEIR, or introduce a new emissions source category that was not previously analyzed. Although truck circulation patterns may change, the same categories of industrial activities evaluated in the 2022 SEIR would continue to occur.

Accordingly, the same health-risk and localized-emissions impact mechanisms evaluated in the 2022 SEIR remain applicable. The previously adopted PDFs and mitigation measures remain adequate to address these impacts. Sensitive receptor and health-risk impacts would remain less than significant with mitigation, and no new mitigation measures are required.

Odors

The 2022 SEIR evaluated odor impacts and incorporated PDFs addressing landfill gas controls, stationary-source permitting requirements, and restrictions on odor-generating uses. The analysis concluded that odor impacts would be less than significant.

The Proposed Project would eliminate commercial food-service, recreation, and event-related activities associated with the Carson Country Mart and would continue to limit development primarily to industrial and ancillary office uses previously evaluated in the 2022 SEIR.

Because the same odor-control measures would continue to be implemented and the Proposed Project would not introduce new odor-generating source categories, odor impacts would remain less than significant, consistent with the conclusions of the 2022 SEIR. No additional mitigation measures are required.

Mitigation Measures

The following air quality project design features (PDFs) and mitigation measures from the 2022 SEIR remain applicable to the Proposed Project, as relevant to PA3. These measures were adopted to reduce construction emissions, operational emissions, toxic air contaminant exposure, fugitive dust, odors, and transportation-related emissions. The 2021 DSEIR (page IV.D-38) explains that air quality, energy, and GHG PDFs are identified in addition to project characteristics, are incorporated into the unmitigated modeling scenario, and would be monitored in the MMRP.

Construction-related Project Design Features.

The 2022 SEIR incorporated construction-related PDFs intended to reduce emissions from off-road equipment, haul trucks, construction vehicles, generators, fugitive dust, and worker trips (see DSEIR pp. IV.D-38 through IV.D-40). Construction-Related PDFs are summarized below as relevant to PA3 and the Proposed Project.

> **2021 SEIR PDF-C1** requires mobile off-road construction equipment used during construction to meet USEPA Tier 4 Final standards, either as original equipment or through retrofits; if specialized Tier 4 equipment is not commercially available at the time of construction, equipment

must at minimum meet Tier 3 standards; zero-emission construction equipment must be incorporated when commercially available; and applicable bid documents, purchase orders, and contracts must include these requirements.

2021 SEIR PDF-C2 limits excavations to avoid exposing landfill contents.

2021 SEIR PDF-C3 requires general contractors to implement a fugitive dust control program pursuant to SCAQMD Rule 403 and prohibits grading in PA3 on days when the Air Quality Index forecast exceeds 100 for particulates or ozone.

2021 SEIR PDF-C4 requires electric hook-ups to the power grid rather than temporary diesel- or gasoline-powered generators for electric construction tools whenever feasible; for PA3, mobile off-road construction equipment of less than 50 horsepower must be electric, and mobile off-road construction equipment with a power rating of 19 kilowatts or less must be battery powered; if generators are needed to reach remote portions of the site, non-diesel generators must be used.

2021 SEIR PDF-C5 prohibits construction vehicles from idling in excess of 2 minutes per occurrence and location for PA3 and prohibits individual pieces of diesel-powered off-road equipment from being in the "on" position for more than 10 hours per day.

2021 SEIR PDF-C6 requires fleet-contracted on-road heavy-duty haul trucks used for remediation and construction hauling activities from PA3 to be model year 2014 or newer if diesel fueled; the requirement does not apply to delivery trucks or other non-contracted fleets.

2021 SEIR PDF-C7 requires contractors to conduct routine inspections to verify compliance with construction mitigation and identify additional opportunities to reduce construction impacts, with inspection reports maintained on site throughout construction.

2021 SEIR PDF-C8 requires construction contractors to provide information on transit and ride-sharing programs and services to construction employees and, as feasible, provide meal options on site or shuttle buses between the site and nearby meal destinations.

Operational Project Design Features

The 2022 SEIR incorporated numerous operational PDFs intended to reduce criteria pollutant emissions, toxic air contaminant emissions, odors, vehicle emissions, transportation refrigeration unit (TRU) emissions, energy demand, and vehicle miles traveled. These measures were incorporated into the operational air quality modeling and formed part of the basis for the impact conclusions presented in the 2022 SEIR. Operational PDFs are described in Section IV.D of the 2021 DSEIR beginning at pages IV.D-40 through IV.D-44 and were further revised and clarified in response to comments in the 2022 FSEIR. Operational PDFs are summarized below as relevant to PA3 and the Proposed Project.

2021 SEIR PDF-O1 (Impervious Barrier for Landfill Emissions) requires construction and maintenance of an impervious barrier consistent with the approved Remedial Action Plan to control landfill gas, odiferous emissions, and air toxic emissions from historic landfill materials. The barrier is intended to minimize potential emissions of contaminants and odors from underlying landfill areas.

2021 SEIR PDF-O2 (Stationary Source Controls) requires all stationary emission sources, including landfill gas flares, emergency generators, and similar equipment, to comply with SCAQMD requirements, utilize Best Available Control Technology (BACT), and obtain all required permits.

2021 SEIR PDF-O3 (Odor and Toxic Air Contaminant Restrictions) restricts site land uses to those that would not generate substantial toxic air contaminant emissions or nuisance odors and requires permitting of applicable toxic air contaminant sources through SCAQMD.

2021 SEIR PDF-O4 (Enhanced Energy Efficiency) requires buildings to exceed applicable Title 24 energy-efficiency standards or achieve equivalent energy savings through alternative measures, thereby reducing energy demand and associated emissions from energy generation.

2021 SEIR PDF-O5 (Transportation Demand Management Program) requires implementation of a Transportation Demand Management (TDM) program to reduce employee vehicle trips through measures such as ridesharing incentives, transit information, flexible work schedules, and other trip-reduction strategies.

2021 SEIR PDF-O6 (Electric Landscaping Equipment) requires the use of electric landscaping and grounds maintenance equipment instead of gasoline-powered equipment whenever feasible, reducing localized emissions and noise.

2021 SEIR PDF-O7 (Electric Vehicle Charging Infrastructure) requires installation of electric-vehicle charging infrastructure, including a minimum number of charging-capable spaces, to support future electrification of employee and visitor vehicle fleets and reduce mobile-source emissions. The 2022 FSEIR notes that at least 251 spaces would be equipped with EV charging capability.

2021 SEIR PDF-O8 (Electric On-Site Cargo Handling Equipment) requires use of electrically powered cargo handling equipment, including forklifts and similar equipment, wherever feasible to reduce operational emissions associated with industrial activities.

2021 SEIR PDF-O9 (Electric Transportation Refrigeration Unit Infrastructure) requires provision of electric plug-in capability for transportation refrigeration units to reduce TRU engine idling and diesel emissions.

2021 SEIR PDF-O10 (Transportation Refrigeration Unit Restrictions) prohibits or substantially limits operation of diesel-powered transportation refrigeration units within PA3 and requires use of cleaner technologies where feasible. This measure was discussed extensively in response to SCAQMD comments regarding health risk impacts.

2021 SEIR PDF-O11 (Fleet Electrification/Alternative Fuel Preference) establishes leasing preferences and operational requirements encouraging facility occupants to utilize alternative-fuel, near-zero-emission, or zero-emission fleet vehicles.

2021 SEIR PDF-O12 (Clean Truck Requirements) requires owned and contracted truck fleets accessing the facility to meet specified emissions standards, including minimum model-year requirements and cleaner-engine technologies.

2021 SEIR PDF-O13 (Warehouse Operational Emission Reduction Measures) requires implementation of operational practices intended to reduce truck idling and warehouse-related emissions and promote use of cleaner fleet technologies.

2021 SEIR PDF-O14 (Electric Vehicle Readiness and Infrastructure Expansion) requires additional EV-capable infrastructure beyond minimum code requirements to facilitate future expansion of electric vehicle charging capacity and fleet electrification.

2021 SEIR PDF-O15 (Zero-Emission Cargo Handling and Support Equipment) requires continued transition toward zero-emission operational equipment used on-site for goods movement and support functions.

2021 SEIR PDF-O16 (Zero- and Near-Zero-Emission Truck Fleet Requirements) requires increasing percentages of truck fleets serving the industrial development to transition to zero-emission or near-zero-emission vehicles over time. The 2022 FSEIR revised PDF-O16 to expand applicability to all truck fleets accessing the industrial uses to better support implementation of SCAQMD Rule 2305 (Warehouse Indirect Source Rule).

2021 SEIR PDF-O17 (Employee Trip Reduction Measures) requires implementation of additional employee-focused transportation demand reduction measures intended to reduce single-occupant vehicle trips and associated operational emissions.

2021 SEIR PDF-O18 (Transit and Alternative Transportation Facilities) requires provision of facilities and infrastructure supporting transit use, bicycling, ridesharing, and other alternative transportation modes.

2021 SEIR PDF-O19 (Operational Monitoring and Compliance Measures) requires monitoring and reporting mechanisms to ensure implementation of operational emissions reduction measures and compliance with applicable operational commitments.

2021 SEIR PDF-O20 (Additional Operational Emissions Reduction Commitments) requires implementation of supplemental operational measures intended to further reduce long-term emissions associated with freight movement, employee commuting, and industrial operations.

Collectively, PDFs O-1 through O-20 establish a comprehensive operational emissions reduction program addressing landfill emissions, stationary-source emissions, odors, energy consumption, vehicle trips, transportation refrigeration units, cargo handling equipment, truck fleets, electrification infrastructure, and employee transportation. As discussed in the 2022 SEIR, these measures were incorporated into the operational emissions analysis and were part of the basis for the 2022 SEIR's conclusions regarding operational criteria pollutant emissions, localized impacts, and health risks. Because the Proposed Project would continue to implement these operational PDFs and would not increase the approved industrial development capacity evaluated in the 2022 SEIR, the operational PDF framework remains applicable and adequate for the Proposed Project.

2022 SEIR Mitigation Measures

Construction mitigation measures

The 2022 SEIR retained and revised previously adopted construction mitigation measures to reduce construction equipment emissions, VOC emissions, fugitive dust, and dust-generating activity. Some previously adopted measures were eliminated or converted to PDFs in the 2022 SEIR, including Mitigation Measures G-1, G-4, G-5, G-6, G-14, G-15, G-22, G-23, G-24, and G-28. Construction mitigation measures that were included in the 2022 SEIR are summarized below.

Mitigation Measure G-2 requires all construction equipment to be properly tuned and maintained in accordance with manufacturer specifications, with maintenance records and data sheets, including design specifications and emissions-control tier classifications, maintained on site and furnished to the lead agency or regulatory agencies upon request.

Mitigation Measure G-3 requires general contractors to maintain and operate construction equipment to minimize exhaust emissions; during construction, trucks and vehicles in loading and unloading queues must turn engines off when not in use; construction emissions should be phased and scheduled to avoid emissions peaks and discontinued during second-stage smog alerts.

Mitigation Measure G-7, as modified in the 2022 FSEIR, requires use of coatings and solvents consistent with applicable SCAQMD rules and regulations; requires coordination and management of construction where subphasing results in overlap of construction and operation; identifies use of prefabricated and pre-coated materials, limits on daily coating activities, and tenant coordination as methods for limiting construction ROC emissions; and requires painting within each planning area to not overlap and to use low-VOC paints pursuant to SCAQMD Rule 1113.

Mitigation Measure G-9 requires construction vehicle tires to be washed when vehicles exit the Project Site or use of a vehicle tracking pad per the approved SWPPP.

Mitigation Measure G-10 requires all fill material carried by haul trucks to be covered by a tarp or other means.

Mitigation Measure G-11 requires intensive dust-generating activity, such as grinding concrete, to be controlled to the greatest extent feasible.

Operational and health-risk mitigation measures

The 2022 SEIR also retained and revised previously established mitigation measures addressing remediation-related air monitoring, stationary-source controls, building materials, transportation demand, transit access, and other operational emission sources. Operational and health-risk mitigation measures that were included in the 2022 SEIR are summarized below.

Mitigation Measure G-12 requires each applicant to provide documentation to the City indicating that both on-site and off-site airborne risks associated with construction have been evaluated to the satisfaction of DTSC, and requires, at a minimum, perimeter air monitoring for dust, particulates, and constituents determined to be constituents of concern.

Mitigation Measure G-13 requires all point source facilities to obtain all required permits from SCAQMD, with permit issuance requiring operators to implement Best Available Control Technology and other required measures that reduce criteria pollutant emissions.

Mitigation Measure G-16 requires exterior common-area lighting fixtures to be regulated by automatic devices to turn off lights when not needed, while maintaining minimum lighting levels for safety.

Mitigation Measure G-17 requires building materials to comply with applicable SCAQMD rules and regulations and requires use of low-VOC architectural coatings for repainting and maintenance/touch-up of non-residential buildings and common/non-living/outdoor areas of residential buildings.

Mitigation Measure G-18 requires each applicant, to the extent feasible, to schedule deliveries during off-peak traffic periods to reduce trips during the most congested periods.

Mitigation Measure G-19 requires each applicant to coordinate with MTA, the City of Carson, and the Los Angeles Department of Transportation to provide information regarding local bus and rail services. This measure is summarized at 2021 DSEIR p. I-34.

Mitigation Measure G-20 requires consideration during site plan review of safe and convenient access to bus stops and public transportation facilities.

Mitigation Measure G-21 requires a fair-share contribution for a low-emissions shuttle service between the Project Site and other major activity centers in the vicinity, but the 2021 DSEIR summary identifies this measure as applicable to PA1 and PA2 and not applicable to PA3 because PA3 is an industrial land use.

Mitigation Measure G-27 prohibits hearths in on-site residential units; because the Proposed Project does not include residential units in PA3, this measure is not directly relevant to the PA3 industrial amendments but remains part of the broader adopted 2022 SEIR mitigation framework.

Mitigation Measure G-29 requires at least 8 percent of commercial parking spaces to be designated for priority parking for carpool/vanpool and/or clean air vehicles and compliance with CALGreen; the 2021 DSEIR summary identifies this measure as applicable to PA2.

Mitigation Measure C-18 requires Applicant(s) in PA3 to implement a City-approved Transportation Demand Management (TDM) Program designed to reduce single-occupancy vehicle travel and promote alternative transportation modes, including transit, carpooling, bicycling, and walking. The program includes measures such as unbundled parking, rideshare services, discounted transit passes, enhanced bicycle facilities, and car-share programs, as applicable. Collectively, these strategies are expected to reduce vehicle miles traveled (VMT) per service population by approximately 2 percent.

Collectively, these measures continue to address the air quality mechanisms relevant to the Proposed Project, including construction exhaust, fugitive dust, architectural coatings, landfill-related emissions, toxic air contaminants, stationary-source permitting, truck and vehicle idling, operational fleet emissions, transportation refrigeration units, electric vehicle infrastructure, employee transportation, and odor controls. Because the Proposed Project would retain the same approved industrial development capacity and would not introduce new air quality source categories beyond those evaluated in the 2022 SEIR, the adopted 2022 SEIR PDFs and mitigation measures remain applicable and adequate to address the air quality impacts of the Proposed Project.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project would not create a new significant air quality impact or substantially increase the severity of those previously disclosed impacts because it would remain within the approved industrial development capacity analyzed in the 2022 SEIR and would continue to implement applicable adopted PDFs and mitigation measures. There is no new information of substantial importance in the materials reviewed indicating that previously identified air quality impacts would be substantially more severe than described in the 2022 SEIR, or that additional feasible mitigation measures would be required. Therefore, the conclusions of the 2022 SEIR remain valid, and no subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for air quality.

Biological Resources

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
3. Biological Resources. Would the project:					
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	2021 DSEIR pages IV.F-13 to IV.F-19	No	No	No	Yes
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	2021 DSEIR pages IV.F-13 to IV.F-19	No	No	No	N/A
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	2021 DSEIR pages IV.F-13 to IV.F-19	No	No	No	N/A
d. Interfere substantially with the movement of any native resident or migratory fish and wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	2021 DSEIR pages IV.F-13 to IV.F-19	No	No	No	Yes
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	2021 DSEIR pages IV.F-13 to IV.F-19	No	No	No	N/A
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	2021 DSEIR pages IV.F-13 to IV.F-19	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Biological Resources

The Proposed Project would maintain the previously approved industrial development envelope and would not expand the boundaries of disturbance evaluated in the 2022 SEIR. Because all development

would continue to occur within the previously analyzed former landfill site, the Proposed Project would not introduce new disturbance within natural habitat areas, wetlands, riparian resources, or other biologically sensitive areas.

Relevant Changes to Environmental Setting

The environmental setting associated with biological resources has not materially changed since certification of the 2022 SEIR. The project site remains a highly disturbed and urbanized former landfill surrounded by transportation infrastructure, commercial development, industrial uses, and residential neighborhoods. As described in the 2022 SEIR, the site does not contain sensitive native habitat communities, jurisdictional wetlands, riparian habitat, or established wildlife movement corridors. Nearby biological resources remain limited by the urbanized character of the surrounding area. No new special-status biological resources, conservation plans, or protected habitat designations have been identified on the project site that would alter the conclusions of the prior analysis.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts to special-status species, sensitive habitats, federally protected wetlands, wildlife movement, local biological resource protection policies, and habitat conservation planning. The 2022 SEIR concluded that biological resource impacts would be less than significant with implementation of mitigation measures. The Proposed Project would not increase the development footprint, expand construction into previously undisturbed areas, or alter the relationship between the site and adjacent biological resources. The site would continue to be developed entirely within the same previously evaluated disturbed environment. Therefore, the Proposed Project would not result in new impacts to special-status species or substantially increase the severity of impacts previously evaluated. The Proposed Project would not affect riparian habitat, sensitive natural communities, or federally protected wetlands because no such resources occur within the project site. Similarly, the Proposed Project would not interfere with wildlife movement corridors or wildlife nursery sites because the site remains surrounded by urban development and does not function as a significant wildlife linkage. The Proposed Project would continue to comply with applicable federal, state, and local biological resource regulations. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not create new significant impacts, substantially more-severe impacts, changed circumstances resulting in new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

The following mitigation measure from the 2022 SEIR remains applicable to address biological resource impacts relevant to the Proposed Project, including potential disturbance of nesting birds, burrowing owls, and other protected biological resources during construction activities. Because the Proposed Project would remain within the previously analyzed development footprint, would not expand into previously undisturbed habitat areas, and would not introduce new biological resource impact pathways beyond those evaluated in the 2022 SEIR, the adopted biological resources mitigation framework remains applicable and adequate for the Proposed Project. The 2022 SEIR did not identify a separate series of biological-resource project design features (PDFs). Refer to Chapter II, Mitigation Monitoring and Reporting Program, of the 2022 SEIR for the complete text of applicable mitigation measures.

2022 SEIR Mitigation Measures

Mitigation Measure K-1 requires pre-construction nesting bird surveys when work occurs during the nesting season; establishment of avoidance buffers around active nests (up to 300 feet for most birds and 500 feet for raptors); implementation of additional protective measures, as needed; and notification of CDFW and establishment of a minimum 500-foot buffer if active burrowing owl nests are identified. Construction activities must avoid occupied nests until the nesting cycle has been completed.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists of site-plan refinements within PA3, removal of a previously approved commercial component, and reconfiguration of industrial buildings without expanding the previously approved development footprint or introducing development into biologically sensitive areas. The environmental setting has not changed in a manner that would create new biological resource sensitivities or impact pathways. The previously adopted biological resource mitigation measures remain applicable and effective. Accordingly, the Proposed Project would not result in new significant biological resource impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There is no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for biological resources.

Cultural Resources

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
4. Cultural Resources. Would the project:					
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	2021 DSEIR pages VI-7 to VI-8	No	No	No	N/A
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	2021 DSEIR pages VI-7 to VI-8	No	No	No	N/A
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	2021 DSEIR pages VI-7 to VI-8	No	No	No	N/A
d. Disturb any human remains, including those interred outside the formal cemeteries?	2021 DSEIR pages VI-7 to VI-8	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Cultural Resources

The Proposed Project would maintain the previously approved development envelope and would not expand the project site boundary or increase ground disturbance beyond the area evaluated in the 2022 SEIR. The Proposed Project does not include demolition of historical resources, disturbance of known archaeological sites, or excavation activities beyond those previously contemplated and analyzed.

Relevant Changes to Environmental Setting

The environmental setting related to cultural resources has not materially changed since certification of the 2022 SEIR. The project site remains a remediated former landfill site within a highly urbanized portion of the City of Carson. No historic structures, designated historical resources, known archaeological sites, unique paleontological resources, or cemeteries have been identified within the project site since certification of the 2022 SEIR. There have been no changes to the regulatory setting, local resource inventories, or known cultural resource conditions that would alter the conclusions of the prior environmental analysis.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts to historical resources, archaeological resources, paleontological resources, unique geologic features, and human remains. The 2022 SEIR concluded that impacts related to cultural resources would be less than significant. The Proposed Project would not expand project boundaries, increase the previously anticipated level of site disturbance, or introduce new land uses that would create additional impact mechanisms. The site would continue to be developed within the same previously disturbed development area analyzed in the 2022 SEIR. Because no historical resources have been identified on the site, the Proposed Project would not cause a substantial adverse change in the significance of a historical resource. Likewise, the Proposed Project would not create new

or substantially more-severe impacts to archaeological resources, paleontological resources, unique geologic features, or human remains. Standard state regulatory requirements governing inadvertent discoveries of archaeological materials, paleontological resources, and human remains remain applicable. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant cultural resource impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that cultural resource impacts would be less than significant and did not identify topic-specific mitigation measures of project design features (PDFs) for cultural resources. The 2022 SEIR determined that protection of previously unknown archaeological resources, paleontological resources, and human remains is subject to applicable provisions of the California Public Resources Code, California Health and Safety Code, and other applicable laws and regulations. Because the Proposed Project does not introduce new areas of disturbance or new cultural resource impact pathways, the conclusions of the 2022 SEIR remain valid and no additional cultural resource mitigation measures are required.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements within PA3 and does not increase the level of disturbance previously analyzed or affect any known cultural resources. The environmental setting has not changed in a manner that would create new cultural resource sensitivities. There is no new information of substantial importance indicating that previously identified impacts would be more severe. Accordingly, the Proposed Project would not result in new significant impacts or substantially more-severe impacts related to historical resources, archaeological resources, paleontological resources, unique geologic features, or human remains. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for cultural resources.

Energy

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
5. Energy. Would the project:					
a. Result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	2021 DSEIR pages IV.G-19 to IV.G-48	No	No	No	N/A
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	2021 DSEIR pages IV.G-19 to IV.G-48	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Energy

Relative to the 2022 Project, the Proposed Project would reduce commercial and recreational activity, reduce customer- and visitor-serving trips associated with the Carson Country Mart, eliminate event-related activities and associated vehicle trips, and increase the proportion of the site devoted to warehouse, logistics, fulfillment, distribution, and ancillary office uses. The Project would therefore modify the composition of electricity demand, transportation-fuel consumption, and operational energy use within PA3 but would not increase the total approved industrial development capacity previously evaluated in the 2022 SEIR.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, utility installation, roadway and parking construction, and vertical building construction.

Relevant Changes to Environmental Setting

The environmental setting related to energy has not materially changed in a manner that would alter the conclusions of the 2022 SEIR. The Energy chapter evaluated electricity, natural gas, and transportation-related energy resources and concluded that the 2022 Project would result in similar types of energy consumption as compared to the 2018 Project and would result in less-than-significant impacts for all energy issue areas.

The Project Site remains an undeveloped former landfill site undergoing remediation-related activities and remains within the same utility service and transportation systems evaluated in the 2022 SEIR. The Proposed Project would be developed within the same PA3 geographic area evaluated in the 2022 SEIR and would continue to rely on the same types of energy infrastructure, utility providers, and transportation systems analyzed in the Energy chapter.

Comparative Impacts Discussion

The 2022 SEIR evaluated electricity demand, natural gas consumption, transportation fuel consumption, energy infrastructure, and consistency with applicable energy-efficiency and renewable-energy plans

associated with construction and operation of the approved development program, including PA3 light industrial uses and the Carson Country Mart commercial and recreational uses. The Energy chapter concludes that the 2022 Project would result in less-than-significant impacts for all energy issue areas without mitigation.

The 2022 SEIR concluded that the Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources and would not conflict with or obstruct state or local plans for renewable energy or energy efficiency.

Although mitigation was not required to address energy impacts, the 2022 SEIR incorporated numerous project design features (PDFs) that reduce electricity demand, natural gas consumption, transportation fuel use, and overall energy consumption. These measures formed part of the Project description and unmitigated modeling scenario and therefore contributed to the Energy analysis conclusions.

Construction-Related Project Design Features

The Energy analysis incorporated the construction-related PDFs summarized in the Air Quality section, including PDF-C1 through PDF-C8. These measures require cleaner construction equipment, electric construction tools, reduced idling, newer haul trucks, construction compliance inspections, and construction-worker trip-reduction measures and therefore reduce construction-related energy consumption and fuel use.

Operational Project Design Features

The Energy analysis incorporated the operational PDFs summarized in the Air Quality and Greenhouse Gas sections, including PDF-O1 through PDF-O20. These measures address energy efficiency, transportation demand management, EV infrastructure, electrification of cargo-handling equipment, electrification of transportation refrigeration units, fleet electrification, truck-reduction measures, employee trip-reduction measures, and operational emissions-reduction commitments.

Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources

The Proposed Project would eliminate the previously approved Carson Country Mart commercial, restaurant, recreation, and open-space uses and would replace those uses with additional light industrial development within the same PA3 development envelope evaluated in the 2022 SEIR. The Proposed Project would continue to maintain the previously approved maximum of 1,567,090 sf of light industrial and ancillary office development and would not increase the approved industrial development capacity. Accordingly, while the composition of energy demand may shift from commercial and recreation-related uses to industrial and logistics-related uses, the overall intensity of development would remain within the envelope evaluated in the 2022 SEIR. Consistent with the Air Quality and Greenhouse Gas analyses, the Proposed Project would not introduce a new land use type, development intensity, or energy-demand source category that was not previously analyzed.

The 2022 SEIR did not identify a significant energy impact requiring mitigation. However, the Energy chapter states that numerous PDFs were incorporated into the Project to reduce energy use and increase energy efficiency and that those PDFs formed part of the Energy analysis. These measures include PDF-C1 through PDF-C8 and PDF-O1 through PDF-O20, including requirements for cleaner construction equipment, electric construction tools, energy-efficient buildings, transportation demand management,

EV charging infrastructure, electrification of cargo-handling equipment, electrification of transportation refrigeration units, and transition to zero- and near-zero-emission truck fleets.

The Proposed Project would continue to implement all applicable Energy-related PDFs adopted as part of the 2022 SEIR. Because the Proposed Project would continue to implement the same energy-reduction measures and would not increase the approved development capacity evaluated in the 2022 SEIR, it would not result in a new significant impact or substantial increase in the severity of previously identified impacts. The previously adopted PDFs remain applicable, and no new mitigation measures would be required.

Conflict with or Obstruct a State or Local Plan for Renewable Energy or Energy Efficiency

The 2022 SEIR evaluated consistency with applicable state and local plans, regulations, and standards related to energy efficiency and renewable energy, including Title 24, CALGreen, utility efficiency requirements, and the City of Carson Climate Action Plan. The Energy chapter states that the Project would be developed in accordance with regulations, standards, and guidelines established in the Specific Plan Amendment, the General Plan, and the City's Climate Action Plan.

Because the Proposed Project would not modify or remove any of the energy-efficiency measures, electrification commitments, EV-charging requirements, transportation demand management programs, or clean-fleet requirements incorporated into the 2022 Project, the Project would continue to implement the same operational PDFs and mitigation measures relied upon in the Energy and Greenhouse Gas analyses. These include PDF-O4 (Enhanced Energy Efficiency), PDF-O5 (Transportation Demand Management Program), PDF-O6 (Electric Landscaping Equipment), PDF-O7 (Electric Vehicle Charging Infrastructure), PDF-O8 (Electric On-Site Cargo Handling Equipment), PDF-O9 (Electric Transportation Refrigeration Unit Infrastructure), PDF-O10 (Transportation Refrigeration Unit Restrictions), PDF-O11 through PDF-O20, and Transportation Mitigation Measure C-18.

The 2022 SEIR found that the 2022 Project would not conflict with applicable state or local plans for renewable energy or energy efficiency and therefore did not require mitigation. The Proposed Project would continue implementing the same measures and would remain within the same development envelope evaluated in the 2022 SEIR. Accordingly, the previously adopted PDFs remain applicable, and no new mitigation measures would be required to maintain consistency with applicable energy-efficiency and renewable-energy plans.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that energy impacts would be less than significant and did not identify topic-specific mitigation measures for energy.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of refinements to the industrial development program within PA3 and

does not increase development intensity, require new energy infrastructure, or result in wasteful, inefficient, or unnecessary energy consumption beyond that previously analyzed. The environmental setting has not changed in a manner that would create new energy-related impact pathways. Accordingly, the Proposed Project would not result in new significant energy impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for energy.

Geology and Soils

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
6. Geology and Soils. Would the project:					
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? ii. Strong seismic ground shaking? iii. Seismic-related ground failure, including liquefaction and lateral spreading? iv. Seismically induced landslides?	2021 DSEIR pages VI-10 to VI-19	No	No	No	Yes
b. Result in substantial soil erosion capable of causing significant property damage or the loss of useable topsoil?	2021 DSEIR pages VI-10 to VI-19	No	No	No	Yes
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslides, subsidence, soil failure or soil compaction?	2021 DSEIR pages VI-10 to VI-19	No	No	No	Yes
d. Be located on problematic soils such as those characterized as expansive, as defined in 24 CCR 1803.5.3 of the California Building Code (2013), or corrosive?	2021 DSEIR pages VI-10 to VI-19	No	No	No	N/A
e. Be located on soils that are incapable of adequately supporting alternative methods of wastewater disposal where sewers are not available for the disposal of wastewater?	2021 DSEIR pages VI-10 to VI-19	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Geology and Soils

The Proposed Project would maintain the previously approved development envelope and would not expand the limits of grading or development beyond the areas evaluated in the 2022 SEIR. Although site layout refinements are proposed, the Proposed Project would continue to be developed on the same

remediated former landfill site and would remain subject to applicable geotechnical recommendations, building code requirements, and site-specific engineering review.

Relevant Changes to Environmental Setting

The geology and soils setting has not materially changed since certification of the 2022 SEIR. The project site remains a former landfill within a highly urbanized portion of the City of Carson. Regional geologic conditions, seismic hazards, and soil characteristics remain substantially the same as those evaluated in the 2022 SEIR. No new Alquist-Priolo Earthquake Fault Zones have been designated on the project site, and no new information has become available indicating substantially different seismic, geotechnical, liquefaction, subsidence, expansive soil, or erosion conditions than those previously analyzed.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts associated with fault rupture, seismic ground shaking, liquefaction, lateral spreading, landslides, soil erosion, unstable soils, subsidence, soil settlement, expansive soils, corrosive soils, and wastewater disposal suitability. The analysis concluded that geology and soils impacts would be less than significant with implementation of applicable mitigation measures, engineering requirements, and regulatory standards. The Proposed Project would not increase the development footprint, introduce new types of structures requiring different geotechnical treatment, or alter the fundamental site conditions evaluated in the 2022 SEIR. The site would continue to be designed and constructed in accordance with project-specific geotechnical recommendations, applicable California Building Code requirements, and previously adopted landfill-development requirements. As a result, the Proposed Project would not create new significant impacts related to fault rupture, seismic shaking, liquefaction, settlement, subsidence, soil instability, erosion, expansive soils, or corrosive soils. In addition, the Proposed Project would continue to be served by existing wastewater infrastructure and would not rely on septic systems or other alternative wastewater disposal methods. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant geology and soils impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

The following mitigation measures from the 2022 SEIR remain applicable to the Proposed Project. Collectively, these mitigation measures continue to address the geology and soils impact mechanisms relevant to the Proposed Project, including seismic hazards, settlement, subsidence, soil instability, erosion, expansive soils, and landfill-related geotechnical conditions. Because the Proposed Project would remain within the previously analyzed development footprint, would not alter the geologic conditions evaluated in the 2022 SEIR, and would continue to be subject to site-specific geotechnical recommendations, building code requirements, and landfill-development controls, the adopted geology and soils mitigation framework remains applicable and adequate for the Proposed Project. The 2022 SEIR did not identify a separate series of project design features (PDFs) for geology and soils. Refer to Chapter II, Mitigation Monitoring and Reporting Program, of the 2022 SEIR for the complete text of applicable mitigation measures.

2022 SEIR Mitigation Measures

> **Mitigation Measure E-1** requires preparation of site-specific engineering geology and geotechnical investigations to evaluate potential geologic and geotechnical hazards and provide

recommendations addressing foundations, pilings, retaining walls, shoring, slab support, paving sections, earthwork, dewatering, and other site-development improvements.

Mitigation Measure E-2 requires preparation of a liquefaction analysis for areas potentially susceptible to liquefaction. The analysis must demonstrate that liquefaction hazards are sufficiently low or identify measures necessary to reduce the hazard to acceptable levels.

Mitigation Measure E-3 requires any roads that are realigned or constructed in areas underlain by waste soils to comply with site-specific engineering geology and geotechnical recommendations. Road design and construction must incorporate the recommendations of the approved studies to ensure long-term structural stability and performance.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists of site-plan refinements within PA3 and does not alter the geologic or soil conditions previously evaluated. The environmental setting has not changed in a manner that would create new geologic hazards or increase exposure to existing hazards. Previously adopted mitigation measures, geotechnical recommendations, and regulatory requirements remain applicable and effective. Accordingly, the Proposed Project would not result in new significant geology and soils impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for geology and soils.

Greenhouse Gas Emissions

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
7. Greenhouse Gas Emissions. Would the project:					
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	2021 DSEIR pages IV.H-34 to IV.H-81	No	No	No	Yes
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	2021 DSEIR pages IV.H-34 to IV.H-81	No	No	No	Yes

Discussion

Relevant Changes to Project Related to Greenhouse Gas Emissions

The Proposed Project would eliminate the previously approved Carson Country Mart commercial, restaurant, recreation, and open-space uses within PA3(b) and would consolidate PA3(a) and PA3(b) into a single light-industrial planning area. The Proposed Project would not increase the previously approved maximum of 1,567,090 sf of light industrial and ancillary office development evaluated in the 2022 SEIR. Rather, the Project would retain the approved industrial development capacity and reconfigure the site plan from six industrial buildings to five industrial buildings.

Relative to the 2022 Project, the Proposed Project would reduce commercial and recreational activity, reduce customer- and visitor-serving trips associated with the Carson Country Mart and eliminate event-related activities and associated vehicle trips. The Project would therefore modify the composition of operational greenhouse gas emissions sources, particularly mobile-source activity, but would not increase the total approved industrial development capacity previously evaluated in the 2022 SEIR. The changes resulting from the Project would result in an overall reduction in operational GHG emissions.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, utility installation, roadway and parking construction, and vertical building construction. The 2021 DSEIR states that GHG emissions associated with construction were calculated using CalEEMod and EMFAC, with construction assumptions applied consistently with the criteria pollutant analysis, and that later construction starts would be expected to result in similar or reduced GHG impacts due to cleaner and more energy-efficient fleet turnover over time.

Relevant Changes to Environmental Setting

The environmental setting related to greenhouse gas emissions has not materially changed in a manner that would alter the conclusions of the 2022 SEIR. Greenhouse gas emissions remain a global cumulative issue rather than a localized or regional pollutant issue, and the 2022 SEIR explains that impacts from GHG emissions differ from criteria pollutant effects because GHGs persist over long periods and affect global climate conditions. The 2022 SEIR also identifies that GHG emissions are commonly quantified in

carbon dioxide equivalent (CO2e), using global warming potential values, and that the analysis reflects IPCC Fourth Assessment Report values consistent with CARB statewide GHG inventory reporting.

The Project Site remains an undeveloped former landfill site undergoing remediation, operation, maintenance, and monitoring activities pursuant to DTSC-approved remedial action requirements. As described in the 2022 SEIR, existing Project Site GHG emissions are associated primarily with operation of the GETS, the LGCCS, and associated landfill gas treatment infrastructure, including flare operations. The GETS has been operating since 2014, and the LGCCS, including the central treatment unit and active landfill gas extraction network serving Cells 3, 4, and 5, is currently operational, although additional landfill gas collection wells, piping, and related infrastructure remain to be installed to fully implement the approved remedial systems throughout the 157-Acre Site. Consistent with the assumptions of the 2022 SEIR, remediation, monitoring, maintenance, and operation of these systems are expected to continue during future construction and development activities. A Revised MAPO[11] was submitted to DTSC on June 26, 2026. The Revised MAPO updates the April 2018 MAPO by providing a revised roadmap to occupancy that is based on phased development on a decision unit basis, in lieu of the prior model that was for development on a cell-by-cell basis. The Revised MAPO does not change the nature of the remediation systems evaluated in the 2022 SEIR or introduce a new source of greenhouse gas emissions; rather, it modifies the sequencing and implementation of remediation and occupancy activities. Accordingly, the GHG emissions associated with operation of the approved remedial systems remain generally consistent with the environmental setting evaluated in the 2022 SEIR.

The regulatory setting applicable to GHG emissions continues to include statewide, regional, and local plans and regulations adopted to reduce GHG emissions, including the CARB Climate Change Scoping Plan, SCAG's RTP/SCS, the City of Carson CAP, CALGreen, Title 24 energy-efficiency standards, and mobile-source regulations. The 2022 SEIR specifically evaluated consistency with applicable GHG reduction plans, policies, and regulations as the basis for determining GHG significance.

Comparative Impacts Discussion

The 2022 SEIR evaluated greenhouse gas emissions associated with construction and operation of the approved development program, including PA3 light industrial and ancillary office uses, the Carson Country Mart commercial and recreational uses, remediation-related activities, construction emissions, mobile-source emissions, energy use, water demand, wastewater generation, solid waste, landfill gas flares, transportation refrigeration units, stationary sources, and operational vehicle activity.

The 2022 SEIR concluded that the 2022 Project would result in similar types of greenhouse gas impacts as compared to the 2018 Project and, like the 2018 Project, would result in less-than-significant impacts with respect to consistency with applicable regulations, plans, and policies adopted by the State, SCAQMD, SCAG, and the City to reduce GHG emissions. Unlike some other resource topics evaluated in the 2022 SEIR, the GHG analysis did not identify a significant or potentially significant GHG impact requiring mitigation to reduce the impact below a threshold of significance. Rather, the 2022 SEIR states that mitigation was not required for the 2022 Project because it would not conflict with applicable GHG reduction plans, policies, and regulations.

[11] EKI, *Revised Management Approach to Phased Occupancy, Former Cal Compact Landfill Site, Carson, California*, June 26, 2026.

However, the 2022 SEIR also explains that several project design features (PDFs) and mitigation measures adopted or incorporated as part of the 2022 SEIR would further reduce GHG emissions, including measures from the Air Quality and Transportation analyses. These measures were included in the 2022 SEIR mitigation framework and remain relevant to the Proposed Project because they reduce or support reductions in construction fuel use, operational energy demand, truck and vehicle idling, employee vehicle trips, transportation refrigeration unit emissions, fleet emissions, EV infrastructure needs, and VMT.

Construction-Related Project Design Features

The 2022 SEIR incorporated construction-related PDFs intended to reduce emissions from off-road equipment, haul trucks, construction vehicles, generators, fugitive dust, and worker trips (see DSEIR pp. IV.D-38 through IV.D-40). Construction-Related PDFs are summarized below as relevant to PA3 and the Proposed Project.

> **2021 SEIR PDF-C1** requires mobile off-road construction equipment used during construction to meet USEPA Tier 4 Final standards, either as original equipment or through retrofits; if specialized Tier 4 equipment is not commercially available at the time of construction, equipment must at minimum meet Tier 3 standards; zero-emission construction equipment must be incorporated when commercially available; and applicable bid documents, purchase orders, and contracts must include these requirements.
>
> **2021 SEIR PDF-C2** limits excavations to avoid exposing landfill contents.
>
> **2021 SEIR PDF-C3** requires general contractors to implement a fugitive dust control program pursuant to SCAQMD Rule 403 and prohibits grading in PA3 on days when the Air Quality Index forecast exceeds 100 for particulates or ozone.
>
> **2021 SEIR PDF-C4** requires electric hook-ups to the power grid rather than temporary diesel- or gasoline-powered generators for electric construction tools whenever feasible; for PA3, mobile off-road construction equipment of less than 50 horsepower must be electric, and mobile off-road construction equipment with a power rating of 19 kilowatts or less must be battery powered; if generators are needed to reach remote portions of the site, non-diesel generators must be used.
>
> **2021 SEIR PDF-C5** prohibits construction vehicles from idling in excess of 2 minutes per occurrence and location for PA3 and prohibits individual pieces of diesel-powered off-road equipment from being in the "on" position for more than 10 hours per day.
>
> **2021 SEIR PDF-C6** requires fleet-contracted on-road heavy-duty haul trucks used for remediation and construction hauling activities from PA3 to be model year 2014 or newer if diesel fueled; the requirement does not apply to delivery trucks or other non-contracted fleets.
>
> **2021 SEIR PDF-C7** requires contractors to conduct routine inspections to verify compliance with construction mitigation and identify additional opportunities to reduce construction impacts, with inspection reports maintained on site throughout construction.
>
> **2021 SEIR PDF-C8** requires construction contractors to provide information on transit and ride-sharing programs and services to construction employees and, as feasible, provide meal options on site or shuttle buses between the site and nearby meal destinations.

Operational project design features

The 2022 SEIR incorporated numerous operational PDFs intended to reduce criteria pollutant emissions, toxic air contaminant emissions, odors, vehicle emissions, transportation refrigeration unit (TRU) emissions, energy demand, and vehicle miles traveled. These measures were incorporated into the operational air quality modeling and formed part of the basis for the impact conclusions presented in the 2022 SEIR. Operational PDFs are described in Section IV.D of the 2021 DSEIR beginning at pages IV.D40 through IV.D44 and were further revised and clarified in response to comments in the 2022 FSEIR. Operational PDFs are summarized below as relevant to PA3 and the Proposed Project.

2021 SEIR PDFO1 (Impervious Barrier for Landfill Emissions). Requires construction and maintenance of an impervious barrier consistent with the approved Remedial Action Plan to control landfill gas, odiferous emissions, and air toxic emissions from historic landfill materials. The barrier is intended to minimize potential emissions of contaminants and odors from underlying landfill areas.

2021 SEIR PDFO2 (Stationary Source Controls). Requires all stationary emission sources, including landfill gas flares, emergency generators, and similar equipment, to comply with SCAQMD requirements, utilize Best Available Control Technology (BACT), and obtain all required permits.

2021 SEIR PDFO3 (Odor and Toxic Air Contaminant Restrictions). Restricts site land uses to those that would not generate substantial toxic air contaminant emissions or nuisance odors and requires permitting of applicable toxic air contaminant sources through SCAQMD.

2021 SEIR PDFO4 (Enhanced Energy Efficiency). Requires buildings to exceed applicable Title 24 energy-efficiency standards or achieve equivalent energy savings through alternative measures, thereby reducing energy demand and associated emissions from energy generation.

2021 SEIR PDFO5 (Transportation Demand Management Program). Requires implementation of a Transportation Demand Management (TDM) program to reduce employee vehicle trips through measures such as ridesharing incentives, transit information, flexible work schedules, and other trip-reduction strategies.

2021 SEIR PDFO6 (Electric Landscaping Equipment). Requires the use of electric landscaping and grounds maintenance equipment instead of gasoline-powered equipment whenever feasible, reducing localized emissions and noise.

2021 SEIR PDFO7 (Electric Vehicle Charging Infrastructure). Requires installation of electric-vehicle charging infrastructure, including a minimum number of charging-capable spaces, to support future electrification of employee and visitor vehicle fleets and reduce mobile-source emissions. The 2022 FSEIR notes that at least 251 spaces would be equipped with EV charging capability.

2021 SEIR PDFO8 (Electric On-Site Cargo Handling Equipment). Requires use of electrically powered cargo handling equipment, including forklifts and similar equipment, wherever feasible to reduce operational emissions associated with industrial activities.

2021 SEIR PDFO9 (Electric Transportation Refrigeration Unit Infrastructure). Requires provision of electric plug-in capability for transportation refrigeration units to reduce TRU engine idling and diesel emissions.

2021 SEIR PDFO10 (Transportation Refrigeration Unit Restrictions). Prohibits or substantially limits operation of diesel-powered transportation refrigeration units within PA3 and requires use of cleaner technologies where feasible. This measure was discussed extensively in response to SCAQMD comments regarding health risk impacts.

2021 SEIR PDFO11 (Fleet Electrification/Alternative Fuel Preference). Establishes leasing preferences and operational requirements encouraging facility occupants to utilize alternative-fuel, near-zero-emission, or zero-emission fleet vehicles.

2021 SEIR PDFO12 (Clean Truck Requirements). Requires owned and contracted truck fleets accessing the facility to meet specified emissions standards, including minimum model-year requirements and cleaner-engine technologies.

2021 SEIR PDFO13 (Warehouse Operational Emission Reduction Measures). Requires implementation of operational practices intended to reduce truck idling and warehouse-related emissions and promote use of cleaner fleet technologies.

2021 SEIR PDFO14 (Electric Vehicle Readiness and Infrastructure Expansion). Requires additional EV-capable infrastructure beyond minimum code requirements to facilitate future expansion of electric vehicle charging capacity and fleet electrification.

2021 SEIR PDFO15 (Zero-Emission Cargo Handling and Support Equipment). Requires continued transition toward zero-emission operational equipment used on-site for goods movement and support functions.

2021 SEIR PDFO16 (Zero- and Near-Zero-Emission Truck Fleet Requirements). Requires increasing percentages of truck fleets serving the industrial development to transition to zero-emission or near-zero-emission vehicles over time. The 2022 FSEIR revised PDFO16 to expand applicability to all truck fleets accessing the industrial uses to better support implementation of SCAQMD Rule 2305 (Warehouse Indirect Source Rule).

2021 SEIR PDFO17 (Employee Trip Reduction Measures). Requires implementation of additional employee-focused transportation demand reduction measures intended to reduce single-occupant vehicle trips and associated operational emissions.

2021 SEIR PDFO18 (Transit and Alternative Transportation Facilities). Requires provision of facilities and infrastructure supporting transit use, bicycling, ridesharing, and other alternative transportation modes.

2021 SEIR PDFO19 (Operational Monitoring and Compliance Measures). Requires monitoring and reporting mechanisms to ensure implementation of operational emissions reduction measures and compliance with applicable operational commitments.

2021 SEIR PDFO20 (Additional Operational Emissions Reduction Commitments). Requires implementation of supplemental operational measures intended to further reduce long-term emissions associated with freight movement, employee commuting, and industrial operations.

Collectively, PDFs O1 through O20 establish a comprehensive operational emissions reduction program addressing landfill emissions, stationary-source emissions, odors, energy consumption, vehicle trips, transportation refrigeration units, cargo handling equipment, truck fleets, electrification infrastructure, and employee transportation. As discussed in the 2022 SEIR, these measures were incorporated into the

operational emissions analysis and were part of the basis for the 2022 SEIR's conclusions regarding operational criteria pollutant emissions, localized impacts, and health risks.

Because the Proposed Project would continue to implement these operational PDFs and would not increase the approved industrial development capacity evaluated in the 2022 SEIR, the operational PDF framework remains applicable and adequate for the Proposed Project.

Generation of Greenhouse Gas Emissions

The 2022 SEIR identified that GHG impacts are evaluated differently from criteria pollutants because GHG impacts are cumulative and global in nature and because a single project's emissions are generally small relative to state and global emissions. The 2022 SEIR further explains that the significance of the 2022 Project's GHG emissions was based on consistency with applicable GHG reduction plans, policies, and regulations, while quantified GHG emissions were provided to inform the qualitative plan-compliance significance determination.

The 2022 SEIR quantified annual operational GHG emissions for the 2022 Project and identified PA3 emissions by source category, including energy, mobile sources, trucks, EV charging, zero-emissions fleet assumptions, electric TRUs, stationary sources, waste, and water. Table IV.H-8 identified the PA3 subtotal as 62,290 MTCO2e in 2026, 42,680 MTCO2e in 2035, 30,338 MTCO2e in 2040, and 23,877 MTCO2e in 2045. The 2022 SEIR also stated that incorporation of the 2022 Project's PDFs, particularly the zero-emissions truck fleet phase-in and EV charging infrastructure substantially in excess of regulatory obligations, would reduce 2022 Project GHG emissions below 2018 Project levels by 2040, further supporting consistency with applicable reduction plans.

Because the 2022 SEIR found GHG impacts to be less than significant based on plan consistency, no mitigation measures were required to reduce a potentially significant GHG impact to a less-than-significant level. Nevertheless, the 2022 SEIR incorporated and relied upon a suite of PDFs and mitigation measures that further reduce GHG emissions, including construction-related PDFs C1 through C8; operational PDFs O1 through O20; air quality mitigation measures such as G-3, G-16, and G-18 through G-21; and Transportation Mitigation Measure C-18.

The Proposed Project would not increase the total approved industrial development capacity evaluated in the 2022 SEIR. The Proposed Project would eliminate the previously approved Carson Country Mart commercial, restaurant, recreation, and open-space uses and replace those uses with additional light industrial and ancillary office development within the same PA3 development envelope. This Project would not increase the approved industrial square footage or introduce a new type of development not evaluated in the 2022 SEIR. Therefore, GHG emissions from the Proposed Project would be within the envelope of emissions evaluated in the 2022 SEIR and would not represent a new significant impact or a substantial increase in the severity of the previously analyzed GHG impacts from the 2022 Project.

Accordingly, the previously adopted PDFs and relevant transportation mitigation measures (see Transportation discussion) that reduce GHG emissions would remain applicable to the Proposed Project, as relevant to PA3. Because the Proposed Project would retain the approved industrial development capacity and would continue to implement the adopted GHG-relevant PDFs and mitigation measures, no new mitigation measures would be required for generation of GHG emissions.

Consistency with Applicable GHG Reduction Plans, Policies, and Regulations

The 2022 SEIR evaluated consistency with applicable GHG reduction plans and policies, including CARB's Climate Change Scoping Plan, SCAG's 2020–2045 RTP/SCS, and the City of Carson CAP. The DSEIR concluded that the 2022 Project would not conflict with applicable plans and policies to reduce GHG emissions and therefore would not result in a cumulatively considerable GHG impact.

The 2022 SEIR states that the 2022 Project is consistent with CARB's Climate Change Scoping Plan approach because the Project incorporates emission reduction opportunities, green building features, and clean technology strategies, including electric construction equipment and electrification of the industrial trucking fleet. The DSEIR also states that new buildings within the Project Site would comply with City requirements and the CALGreen Code. With respect to SCAG's 2020–2045 RTP/SCS, the 2022 SEIR states that VMT reduction is a key component of achieving CARB's 2035 GHG emission reduction targets and that the Project Site's land use characteristics demonstrate that the 2022 Project's VMT would be reduced compared to a standard non-infill project based on its location efficiency. With respect to the City of Carson CAP, the 2022 SEIR states that the 2022 Project would be consistent with the City's CAP through consistency with or exceedance of CALGreen requirements, implementation of electric truck phase-in for industrial land uses, extensive EV charging commitments, added electrical infrastructure for future EV charging stations, and the design, diversity, and location of the Project Site itself.

Because the 2022 SEIR concluded that the 2022 Project would not conflict with applicable GHG reduction plans, policies, or regulations, no mitigation was required to address a significant plan-consistency impact. However, the PDFs and mitigation measures incorporated into the 2022 SEIR further supported the plan-consistency conclusion by reducing GHG emissions associated with construction equipment, operational energy use, truck idling, fleet emissions, electric vehicle infrastructure, transportation refrigeration units, and VMT.

The Proposed Project would not remove, revise, or reduce the applicability of these adopted GHG-reduction commitments. The Proposed Project would continue to implement the same GHG-relevant PDFs and mitigation measures adopted for the 2022 Project, including measures addressing construction equipment, construction idling, electric construction tools, energy efficiency, EV charging, electric cargo handling equipment, electric TRUs, non-diesel or Tier 4 emergency generators, transportation demand management, and truck fleet electrification. Therefore, the previously adopted measures remain applicable, and no new mitigation measures would be required to maintain consistency with applicable GHG reduction plans, policies, or regulations.

Construction GHG Emissions

The 2022 SEIR evaluated construction GHG emissions using CalEEMod and EMFAC and applied construction phasing assumptions consistent with the air quality analysis. The DSEIR explains that construction-related GHG emissions occur over a relatively short-term period and contribute a relatively small portion of overall lifetime project GHG emissions, consistent with SCAQMD guidance.

The 2022 SEIR did not identify a significant construction-related GHG impact requiring mitigation. Rather, the 2022 SEIR states that mitigation was not required because the 2022 Project would not conflict with applicable GHG reduction plans, policies, and regulations. Nevertheless, construction-related PDFs and mitigation measures adopted in the 2022 SEIR would further reduce construction-related GHG

emissions. These include PDF-C1 through PDF-C8 and Mitigation Measures G-2, G-3, G-7, G-9, G-10, and G-11, which are summarized in the Air Quality section and incorporated into the overall 2022 SEIR mitigation framework.

As stated in the Air Quality section, 2021 SEIR PDF-C1 requires mobile off-road construction equipment used during construction to meet USEPA Tier 4 Final standards, either as original equipment or through retrofits; if specialized Tier 4 equipment is not commercially available at the time of construction, equipment must at minimum meet Tier 3 standards; zero-emission construction equipment must be incorporated when commercially available; and applicable bid documents, purchase orders, and contracts must include these requirements. 2021 SEIR PDF-C4 requires electric hook-ups to the power grid rather than temporary diesel- or gasoline-powered generators for electric construction tools whenever feasible; for PA3, mobile off-road construction equipment of less than 50 horsepower must be electric, and mobile off-road construction equipment with a power rating of 19 kilowatts or less must be battery powered; if generators are needed to reach remote portions of the site, non-diesel generators must be used. 2021 SEIR PDF-C5 prohibits construction vehicles from idling in excess of 2 minutes per occurrence and location for PA3 and prohibits individual pieces of diesel-powered off-road equipment from being in the "on" position for more than 10 hours per day. 2021 SEIR PDF-C6 requires fleet-contracted on-road heavy-duty haul trucks used for remediation and construction hauling activities from PA3 to be model year 2014 or newer if diesel fueled; the requirement does not apply to delivery trucks or other non-contracted fleets.

The Proposed Project would involve generally similar construction activities within the same PA3 development area evaluated in the 2022 SEIR, including remediation, grading, utility installation, roadway and parking construction, and vertical construction. Although the site plan would be modified, the Project would not increase the approved industrial development capacity or expand construction beyond the PA3 development envelope evaluated in the 2022 SEIR. Therefore, the construction PDFs and mitigation measures adopted in the 2022 SEIR would remain applicable to the Proposed Project, and no new construction-related GHG mitigation measures would be required.

Operational GHG Emissions

The 2022 SEIR evaluated operational GHG emissions from on-road mobile sources, area sources, energy, water conveyance, wastewater treatment, solid waste, landfill gas flares, amortized construction emissions, EV charging, zero-emissions fleet assumptions, electric TRUs, and stationary sources. The DSEIR states that annual GHG emissions include both operations and amortized construction emissions and that construction GHG emissions were amortized over 30 years in accordance with SCAQMD methodology. The DSEIR also states that the 2022 Project would implement energy-saving measures identified in the PDFs, including PDF-O2 and PDF-O4 through PDF-O16, and that these include truck idling limits for PA3, electric TRU requirements for PA3, and zero-emission truck fleet assumptions incorporated into the GHG modeling.

The 2022 SEIR did not require mitigation to reduce operational GHG emissions to a less-than-significant level because the 2022 Project was found not to conflict with applicable GHG reduction plans, policies, and regulations. However, the 2022 SEIR incorporated operational PDFs and mitigation measures that were relied upon to reduce operational GHG emissions and support the plan-consistency conclusion. These include PDFs O1 through O20 and mitigation measures such as G-16, G-18 through G-21, G-27, G-29, and C-18.

As stated in the Air Quality section, 2021 SEIR PDF-O4 (Enhanced Energy Efficiency) requires buildings to exceed applicable Title 24 energy-efficiency standards or achieve equivalent energy savings through alternative measures, thereby reducing energy demand and associated emissions from energy generation. 2021 SEIR PDF-O7 (Electric Vehicle Charging Infrastructure) requires installation of electric-vehicle charging infrastructure, including a minimum number of charging-capable spaces, to support future electrification of employee and visitor vehicle fleets and reduce mobile-source emissions. The 2022 FSEIR notes that at least 251 spaces would be equipped with EV charging capability. 2021 SEIR PDF-O8 (Electric On-Site Cargo Handling Equipment) requires use of electrically powered cargo handling equipment, including forklifts and similar equipment, wherever feasible to reduce operational emissions associated with industrial activities. 2021 SEIR PDF-O10 (Transportation Refrigeration Unit Restrictions) prohibits or substantially limits operation of diesel-powered transportation refrigeration units within PA3 and requires use of cleaner technologies where feasible. This measure was discussed extensively in response to SCAQMD comments regarding health risk impacts. 2021 SEIR PDF-O16 (Zero- and Near-Zero-Emission Truck Fleet Requirements) requires increasing percentages of truck fleets serving the industrial development to transition to zero-emission or near-zero-emission vehicles over time. The 2022 FSEIR revised PDF-O16 to expand applicability to all truck fleets accessing the industrial uses to better support implementation of SCAQMD Rule 2305 (Warehouse Indirect Source Rule).

The Proposed Project would eliminate commercial customer trips, restaurant trips, recreation-related trips, and special-event traffic associated with the Carson Country Mart. Conversely, a greater proportion of site activity would be associated with warehouse, logistics, fulfillment, and distribution operations. However, because the approved industrial floor area would not increase and the overall development intensity remains within the envelope analyzed in the 2022 SEIR, operational GHG emissions would remain within the range of impacts previously evaluated.

The previously adopted operational PDFs and mitigation measures would remain applicable to the Proposed Project, as relevant to PA3. Because the Proposed Project would continue to implement the same GHG-relevant operational measures and would not increase the approved industrial development capacity evaluated in the 2022 SEIR, no new operational GHG mitigation measures would be required.

Cumulative GHG Emissions

The 2022 SEIR explains that analysis of GHG emissions is cumulative in nature because impacts are caused by cumulative global emissions and because climate change impacts related to GHG emissions do not necessarily occur in the same area in which a project is located. The DSEIR states that a project's GHG emissions typically would be very small in comparison to state or global GHG emissions and, in isolation, would have no significant direct impact on climate change.

The 2022 SEIR concluded that the 2022 Project with implementation of PDFs (which reduce emissions to below the 2018 SEIR GHG levels by 2040) would generate GHG emissions that would not conflict with applicable reduction plans and policies, and because GHG emission impacts are cumulative in nature. Therefore, the 2022 Project's contribution to cumulatively significant GHG emissions would be less than significant. The 2022 SEIR further states that the 2022 Project's contribution to cumulative GHG emissions and global climate change would be less than significant if the Project is consistent with applicable regulatory plans and policies to reduce GHG emissions, including the Climate Change Scoping Plan, SCAG's 2020–2045 RTP/SCS, and the City's CAP.

Because the 2022 SEIR found cumulative GHG impacts to be less than significant, no mitigation was required to reduce a cumulatively considerable GHG impact. Nonetheless, the mitigation measures would continue to reduce or support reductions in GHG emissions and would continue to support the Project's consistency with applicable GHG reduction plans, policies, and regulations.

The Proposed Project would have a similar GHG emissions profile and would continue to implement the same GHG-reduction framework evaluated in the 2022 SEIR, because it would not increase the previously approved industrial development capacity. Therefore, the previously analyzed PDFs remain applicable to the Proposed Project and would be sufficient to limit Project GHG emissions impacts to less than significant. Further, implementation of mitigation measures described in the 2022 SEIR would further reduce GHG emissions, though their implementation is not required. Thus, no new mitigation measures would be required to address cumulative GHG emissions.

Mitigation Measures

The 2022 SEIR states that mitigation is not required for GHG emissions because the 2022 Project with implementation of PDFs, would not conflict with applicable GHG reduction plans, policies, and regulations. Nonetheless, several mitigation measures adopted or incorporated as part of the 2022 SEIR to address other environmental resource areas would also further reduce GHG emissions, including measures related to construction equipment, idling, energy efficiency, EV infrastructure, transportation refrigeration units, truck fleet transition, transportation demand management, and reduced vehicle travel.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project would not create a new significant GHG impact or substantially increase the severity of previously disclosed impacts because it would remain within the approved industrial development capacity analyzed in the 2022 SEIR and would continue to implement applicable adopted PDFs and mitigation measures. There is no new information of substantial importance in the materials reviewed indicating that previously identified GHG impacts would be substantially more severe than described in the 2022 SEIR, or that additional feasible mitigation measures would be required. Therefore, the conclusions of the 2022 SEIR remain valid, and no subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for greenhouse gas emissions.

Hazards and Hazardous Materials

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
8. Hazards and Hazardous Materials. Would the project:					
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	2021 DSEIR pages VI-19 to VI-30	No	No	No	Yes
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working on the project area?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	2021 DSEIR pages VI-19 to VI-30	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Hazards and Hazardous Materials

The Proposed Project would maintain the previously approved industrial development envelope and would not expand the project site boundary or introduce new categories of land uses beyond those previously evaluated. Development would continue to occur on the same remediated former landfill site under the oversight of applicable regulatory agencies and in accordance with previously approved remediation, engineering, and site-development requirements.

Relevant Changes to Environmental Setting

The hazards and hazardous materials setting has not materially changed since certification of the 2022 SEIR. The project site remains a remediated former landfill that has been subject to ongoing environmental monitoring, remediation oversight, and development controls. Surrounding land uses remain generally consistent with those evaluated in the 2022 SEIR and include commercial, industrial, transportation, institutional, and residential uses. There have been no substantial changes in surrounding conditions, airport operations, emergency response planning, wildfire conditions, or hazardous materials regulations that would alter the conclusions of the prior analysis.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts associated with the transport, use, handling, and disposal of hazardous materials; accidental release scenarios; development on a former hazardous materials site; airport-related hazards; emergency response and evacuation; and wildfire risk. The analysis concluded that impacts would be less than significant with implementation of mitigation measures and applicable regulatory requirements. The Proposed Project would not increase the previously approved industrial development intensity, expand into new areas of environmental concern, or alter the remediation framework governing the site. The removal of the previously approved commercial component would not increase hazardous materials use beyond the range previously analyzed. The Proposed Project would continue to comply with applicable federal, state, and local hazardous materials management requirements, including ongoing oversight associated with site remediation and development of the former landfill. The Proposed Project would not interfere with emergency response or evacuation plans, would not create new airport-related safety hazards, and would not expose people or structures to significant wildfire risk given the urbanized setting of the site. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant hazards impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

The following mitigation measures from the 2022 SEIR remain applicable to the Proposed Project. The mitigation measures address potential hazards associated with contaminated soils, landfill materials, remediation activities, hazardous substance exposure, and previously unidentified subsurface features. Collectively, these mitigation measures remain applicable to the Proposed Project because development would continue within the former landfill property analyzed in the 2022 SEIR and would remain subject to remediation requirements, risk assessment procedures, air monitoring protocols, and contingency planning requirements. The 2022 SEIR did not identify a separate series of project design features (PDFs)

for hazards and hazardous materials. Refer to Chapter II, Mitigation Monitoring and Reporting Program, of the 2022 SEIR for the complete text of applicable mitigation measures.

2022 SEIR Mitigation Measures

Mitigation Measure D-1 requires Department of Toxic Substances Control (DTSC) review and approval of any modifications to the approved Remedial Action Plan (RAP) prior to implementation. Documentation of DTSC approval must be provided before issuance of applicable grading permits.

Mitigation Measure D-2 requires applicants proposing residential uses to obtain all necessary DTSC approvals and permits associated with residential development on the remediated landfill site prior to issuance of building permits.

Mitigation Measure D-3 requires DTSC review of remediation-related construction activities and implementation of perimeter air monitoring for dust, particulates, and identified Constituents of Concern (COCs). Work must be modified, suspended, or corrected if monitoring identifies exceedances of established criteria.

Mitigation Measure D-4 requires preparation of cell-specific risk assessments, DTSC review and approval of remedial activities, and completion of required remedial actions. A remedial action completion report must be approved before occupancy of affected development areas.

Mitigation Measure D-5 was removed in the 2018 SEIR. A placeholder for this mitigation measure is provided in the 2022 SEIR to maintain consistent numbering of the mitigation measures.

Mitigation Measure D-6 requires any roads that are realigned or constructed in areas underlain by waste soils to comply with site-specific engineering geology and geotechnical recommendations. Road design and construction must incorporate the recommendations of the approved studies to ensure long-term structural stability and performance.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements within PA3 and does not alter the previously approved development envelope, remediation framework, or hazardous materials management assumptions evaluated in the 2022 SEIR. The environmental setting has not changed in a manner that would create new hazards-related impact pathways. Existing mitigation measures, remediation requirements, and regulatory controls remain applicable and effective. Accordingly, the Proposed Project would not result in new significant hazards and hazardous materials impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for hazards and hazardous materials.

Hydrology and Water Quality

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
9. Hydrology and Water Quality. Would the project:					
a. Violate any water quality standards or waste discharge requirements?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
f. Otherwise substantially degrade water quality?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A
j. Inundation by seiche, tsunami, or mudflow?	2021 DSEIR pages VI-31 to VI-38	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Hydrology and Water Quality

The Proposed Project would maintain the previously approved development footprint and overall industrial development intensity evaluated in the 2022 SEIR. The Proposed Project would not expand into new drainage areas, alter regional watershed boundaries, or introduce land uses with substantially different stormwater or water quality characteristics than those previously analyzed.

Relevant Changes to Environmental Setting

The hydrology and water quality setting has not materially changed since certification of the 2022 SEIR. The project site remains a remediated former landfill within a highly urbanized area of Carson and continues to be served by existing storm drain, flood control, and water quality infrastructure. The Torrance Lateral Flood Control Channel remains adjacent to the site and continues to function as previously evaluated. No substantial changes have occurred in regional drainage patterns, groundwater conditions, flood hazards, or applicable stormwater regulations that would alter the conclusions of the prior analysis.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts related to water quality standards, groundwater resources, drainage patterns, erosion and siltation, flooding, stormwater runoff, flood hazards, dam failure, seiche, tsunami, and mudflow hazards. The analysis concluded that hydrology and water quality impacts would be less than significant with implementation of applicable regulatory requirements. The Proposed Project would not increase the overall development intensity previously evaluated, substantially alter impervious surface coverage beyond that analyzed in the 2022 SEIR, or modify the fundamental drainage characteristics of the site. Development would continue to comply with applicable National Pollutant Discharge Elimination System requirements, stormwater pollution prevention measures, low-impact development standards, and local drainage requirements. The Proposed Project would not substantially affect groundwater recharge, create additional flood hazards, exceed drainage system capacity, or result in new sources of polluted runoff beyond those previously analyzed. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant hydrology and water quality impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that hydrology and water quality impacts would be less than significant with adherence to applicable regulatory requirements intended to minimize hydrology and water quality impacts during construction and operation and did not identify topic-specific mitigation measures or a separate series of project design features (PDFs) for hydrology and water quality. The 2022 SEIR identified regulatory requirements address implementation of stormwater management practices, preparation and implementation of Storm Water Pollution Prevention Plans, erosion and sediment control measures, compliance with National Pollutant Discharge Elimination System requirements, low-impact development practices, drainage design standards, and ongoing operation and maintenance of water quality treatment features. These requirements remain applicable to the Proposed Project and continue to provide effective mitigation for hydrology and water quality impacts.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements within PA3 and does not alter the drainage framework, flood hazard assumptions, water quality controls, or hydrologic conditions evaluated in the prior environmental document. Existing regulatory requirements remain applicable and effective. Accordingly, the Proposed Project would not result in new significant hydrology and water quality impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for hydrology and water quality.

Land Use and Planning

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
10. Land Use and Planning. Would the project:					
a. Physically divide an established community?	2021 DSEIR pages IV.A-8 to IV.A-38	No	No	No	N/A
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	2021 DSEIR pages IV.A-8 to IV.A-38	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Land Use and Planning

The Proposed Project consists of refinements to PA3, including consolidation of PA3(a) and PA3(b) into a single light-industrial planning area, removal of the previously approved Carson Country Mart commercial component, reconfiguration of the industrial campus from six buildings to five buildings, and relocation of Building E. The Proposed Project would maintain the previously approved industrial development envelope and overall intensity of development evaluated in the 2022 SEIR. No changes are proposed to PA1 (Residential) or PA2 (Regional Commercial). The Proposed Project would continue to implement the District at South Bay Specific Plan framework and would not extend development into new areas or alter regional circulation patterns in a manner that could physically divide an established community.

Relevant Changes to Environmental Setting

The land use and planning setting has not materially changed since certification of the 2022 SEIR. The project site remains located within an urbanized area of the City of Carson surrounded by commercial, industrial, institutional, transportation, and residential land uses. The District at South Bay Specific Plan remains the governing land use framework for the site. No substantial changes have occurred to applicable land use plans, policies, or regulations that would alter the conclusions of the 2022 SEIR with respect to land use compatibility, community character, or consistency with adopted planning documents.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts related to community division, land use compatibility, and consistency with applicable plans, policies, and regulations adopted for the purpose of avoiding or mitigating environmental effects. The analysis concluded that land use and planning impacts would be less than significant. The Proposed Project would not physically divide an established community because development would remain within the same previously approved site and would continue to utilize the circulation network, infrastructure, and development pattern evaluated in the 2022 SEIR. The Proposed Project would also not create land use conflicts that would result in significant environmental impacts. The consolidation of PA3 into a unified light-industrial area and removal of the previously

approved commercial component remain consistent with the overall development vision for the site and do not increase development intensity beyond the envelope previously analyzed. Any required amendments to the Specific Plan, associated development approvals, and implementing regulations would be processed by the City and evaluated for consistency with applicable planning requirements. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant land use and planning impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that land use and planning impacts would be less than significant and did not identify topic-specific mitigation measures of project design features (PDFs) for land use and planning. The 2022 SEIR also identified development standards, and regulatory requirements intended to ensure compatibility among residential, commercial, and industrial land uses within the Specific Plan area. These regulatory requirements and development standards remain applicable to the Proposed Project and continue to provide an effective framework for avoiding land use conflicts and maintaining consistency with adopted plans and policies.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements within PA3 and does not alter the fundamental land use framework, development envelope, or planning assumptions evaluated in the prior environmental document. The environmental setting has not changed in a manner that would create new land use conflicts or community division impacts. Existing development standards, planning requirements, and regulatory controls remain applicable and effective. Accordingly, the Proposed Project would not result in new significant land use and planning impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for land use and planning.

Noise

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
11. Noise. Would the project result in:					
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	2021 DSEIR pages IV.E-9 to IV.E-58	No	No	No	Yes
b. Generation of excessive groundborne vibration or groundborne noise levels?	2021 DSEIR pages IV.E-9 to IV.E-58	No	No	No	Yes
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	2021 DSEIR pages VI-38 to VI-39	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Noise

Relative to the 2022 Project, the Proposed Project would reduce commercial and recreational activity, reduce customer- and visitor-serving trips associated with the Carson Country Mart, eliminate event-related activities and associated vehicle trips, and increase the proportion of the site devoted to warehouse, logistics, fulfillment, distribution, and ancillary office uses. The Project would therefore modify the composition of operational noise-generating activities within PA3 but would not increase the total approved industrial development capacity previously evaluated in the 2022 SEIR.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, utility installation, roadway and parking construction, and vertical building construction. Construction equipment, haul trucks, and other construction-related noise and vibration sources would be similar in type to those evaluated in the 2022 SEIR.

Relevant Changes to Environmental Setting

The environmental setting related to noise has not materially changed in a manner that would alter the conclusions of the 2022 SEIR. The Project Site remains within the same PA3 geographic area evaluated in the 2022 SEIR and remains surrounded by the same general land use context, transportation corridors, and sensitive receptors identified in the prior analysis.

The Project Site remains an undeveloped former landfill site undergoing remediation-related activities and remains subject to the same local noise regulations, construction-hour restrictions, and operational performance standards that applied to the 2022 Project.

No information reviewed for the Proposed Project indicates that substantial changes have occurred in the surrounding noise environment that would create new noise or vibration impact mechanisms not previously evaluated in the 2022 SEIR.

Comparative Impacts Discussion

The 2022 SEIR evaluated construction noise, construction vibration, operational noise, traffic noise, parking structure noise, and airport-related noise associated with development of PA3, including both the approved light industrial and ancillary office uses and the Carson Country Mart commercial and recreational uses. The analysis considered noise generated by remediation activities, grading, excavation, pile driving, utility installation, truck traffic, industrial operations, mechanical equipment, parking areas, roadway traffic, and loading activities.

The 2022 SEIR determined that construction noise and construction vibration could result in potentially significant impacts without mitigation. To address those impacts, the 2022 SEIR adopted Mitigation Measures H1, H3, and H4, which collectively established construction-hour limitations, equipment-performance standards, pile-driving controls, temporary sound barriers, vibration monitoring requirements, construction oversight procedures, and community notification programs. These measures were relied upon in the 2022 SEIR to reduce temporary construction noise and vibration impacts.

The 2022 SEIR also evaluated operational and traffic-related noise impacts and incorporated both project design features and mitigation measures intended to reduce noise associated with truck activity, parking facilities, loading operations, and other operational sources. Relevant project design features include PDF-O8 (electric cargo-handling equipment), PDF-O9 (truck idling restrictions), PDF-O10 (electric transportation refrigeration units), PDF-O12 (truck queuing restrictions), PDF-O16 (clean truck fleet requirements), PDF-O17 (building, wall, or vegetation screening between loading areas and sensitive receptors), and PDF-O18 (truck routing and operational signage requirements). Collectively, these measures reduce truck noise, idling noise, equipment noise, and loading-area noise and formed part of the assumptions evaluated in the 2022 SEIR.

The following discussion evaluates whether the impacts addressed by those measures remain applicable to the Proposed Project, whether any measures are no longer relevant, and whether any new mitigation measures would be required.

Construction Noise

The 2022 SEIR identified potentially significant temporary construction noise impacts associated with remediation, grading, excavation, utility installation, pile driving, hauling activities, and building construction. To reduce these impacts, the 2022 SEIR adopted Mitigation Measure H1, which requires all construction and demolition activities, including pile driving, to occur only between 7 a.m. and 8 p.m. Monday through Saturday. H1 further requires a construction noise management plan, construction equipment capable of achieving noise levels at least 10 dBA below the noise assumptions used in the EIR analysis, use of mufflers and other noise attenuation devices, 10 dBA pile-driving noise attenuation

measures, temporary sound barriers and acoustical blankets capable of reducing construction noise by up to 20 dBA, location of staging and loading areas away from sensitive receptors, use of approved haul routes, and designation of a construction relations officer. These measures collectively reduce both average and peak construction noise levels experienced by nearby receptors.

The 2022 SEIR also adopted Mitigation Measure H4, which requires a qualified construction monitor to oversee compliance, provide construction notifications, maintain public complaint procedures, administer a 24-hour hotline, monitor staging locations, and prepare regular compliance reports. H4 functions as the implementation and enforcement mechanism for the broader construction-noise mitigation program.

The Proposed Project would continue to involve generally the same categories of construction activities evaluated in the 2022 SEIR, including remediation activities, grading, excavation, utility installation, road improvements, and warehouse construction. Although the site plan would be modified, the Proposed Project would not expand beyond the PA3 development envelope evaluated in the 2022 SEIR and would not introduce construction-related noise sources not previously analyzed.

Accordingly, the impact mechanism identified in the 2022 SEIR remains substantially unchanged. Mitigation Measures H1 and H4 therefore remain directly applicable to the Proposed Project and would continue to reduce temporary construction noise impacts. Because the Proposed Project does not increase construction intensity beyond the range evaluated in the 2022 SEIR, no new construction-noise mitigation measures are required.

Construction Vibration

The 2022 SEIR determined that DDC activities, pile driving, and operation of heavy construction equipment could result in potentially significant vibration impacts if mitigation were not implemented. To address this impact, the 2022 SEIR adopted Mitigation Measure H3.

Mitigation Measure H3 requires continuous vibration monitoring during DDC and pile-driving activities and establishes vibration thresholds of 0.2 inch per second PPV at the residential side of the Torrance Lateral and 2.0 inches per second PPV at DD3. If vibration levels exceed those thresholds, construction activities must immediately cease until modified construction methods capable of reducing vibration levels are implemented. H3 therefore serves as an adaptive management measure that ensures vibration remains within the levels evaluated in the 2022 SEIR.

If pile driving, DDC, or similar ground-improvement methods are utilized by the Proposed Project, the same vibration impact mechanism evaluated in the 2022 SEIR would continue to exist. Under that circumstance, Mitigation Measure H3 remains directly applicable and would continue to reduce vibration impacts to the significance levels determined in the 2022 SEIR. However, DDC is not a planned construction component of the Proposed Project.

Accordingly, vibration impacts would remain less than significant with mitigation, and no new vibration mitigation measures are required. If final engineering eliminates pile driving or DDC, the impact mechanism addressed by H3 would no longer occur and implementation of H3 may not be necessary.

Operational Noise

The 2022 SEIR evaluated operational noise associated with truck circulation, loading activities, parking areas, industrial operations, mechanical equipment, transportation refrigeration units, and related site activities and concluded those impacts would be less than significant. Because impacts were determined to be less than significant, no operational noise mitigation measures were adopted for warehouse operations or truck activity.

The 2022 SEIR specifically states that Mitigation Measure H7 is no longer required because daytime and nighttime operational impacts, including truck operations, were evaluated and determined to be less than significant without mitigation. Likewise, Mitigation Measure H5 was determined unnecessary because parking-lot noise impacts were found to be less than significant without mitigation. These measures were therefore not relied upon to support the 2022 SEIR significance determination.

Although no operational noise mitigation measures were required, the 2022 Project incorporated numerous PDFs that reduce operational noise. These include:

- PDF-O8, requiring electric cargo-handling equipment
- PDF-O9, limiting truck idling
- PDF-O10, requiring electric transportation refrigeration units
- PDF-O12, restricting truck queuing
- PDF-O16, requiring transition to cleaner truck fleets
- PDF-O17, requiring buildings, walls, or vegetation between loading areas and sensitive receptors

These PDFs reduce equipment noise, idling noise, truck noise, refrigeration-unit noise, and loading-area noise and formed part of the operational assumptions evaluated in the 2022 SEIR.

The Proposed Project would eliminate Carson Country Mart commercial and recreation uses and replace those uses with additional industrial development already analyzed in the 2022 SEIR with no increase in square footage or development intensity. The same operational noise sources evaluated in the 2022 SEIR would therefore continue to occur.

Because the 2022 SEIR determined operational noise impacts to be less than significant without mitigation, and because the Proposed Project would continue implementing the operational PDFs relied upon in the 2022 SEIR analysis, operational noise impacts would remain less than significant and no new mitigation measures are required.

Parking Structures and Loading Areas

The 2022 SEIR identified potentially significant parking-structure noise impacts adjacent to residential receptors and adopted Mitigation Measure H6 to address those impacts. H6 requires parking structures to be set back a minimum of 150 feet from nearby residences or incorporate solid walls, acoustical louvers, or equivalent noise-reduction features. H6 functions by increasing attenuation between parking-structure activity and nearby residential receptors.

The Proposed Project would continue to include parking facilities associated with industrial development. To the extent parking structures are proposed near sensitive receptors, the impact mechanism addressed by H6 would continue to exist and H6 remains applicable.

Therefore, consistent with the 2022 SEIR, parking-structure noise impacts would remain less than significant with mitigation, and no new mitigation measures are required. If future site plans eliminate parking structures adjacent to sensitive receptors, H6 would no longer be relevant because the underlying impact mechanism would not occur.

Traffic Noise

The 2022 SEIR evaluated traffic noise associated with the approved project circulation system. Unlike construction noise and vibration impacts, the 2022 SEIR ultimately concluded that additional mitigation measures specifically addressing operational traffic noise were not required.

The Proposed Project would eliminate substantial portions of the customer-serving commercial and recreation trips associated with the Carson Country Mart. Although trip composition would change, the Project remains within the overall development envelope evaluated in the 2022 SEIR and continues to implement truck-routing, clean-truck, anti-idling, and transportation-demand-management measures incorporated into the 2022 Project. Given that the proposed overall light industrial and ancillary office square footage remains the same as was previously analyzed, operational attributes for those uses, including truck trips, would be the same as was assumed for the 2022 Project. Therefore, the traffic-noise impact mechanisms remain within the range evaluated by the 2022 SEIR and would continue to be less than significant. No additional traffic-noise mitigation measures are required.

Mitigation Measures

2022 SEIR Mitigation Measures

To reduce potentially significant construction noise and construction vibration impacts associated with remediation activities, grading, excavation, utility installation, heavy construction equipment operation, pile driving, and deep dynamic compaction (DDC), the 2022 SEIR adopted the mitigation measures summarized below:

> **Mitigation Measure H1 (Construction Noise Reduction Program)** requires construction activities to occur only during permitted hours; use of quieter equipment and noise attenuation devices; implementation of pile-driving noise reduction measures; installation of temporary acoustical barriers; location of staging and loading areas away from sensitive receptors; use of approved haul routes; and designation of a construction relations officer. This measure was adopted to reduce potentially significant construction noise impacts to less-than-significant levels.
>
> **Mitigation Measure H3 (Construction Vibration Monitoring Program)** requires continuous vibration monitoring during DDC and pile-driving activities and establishes vibration thresholds requiring immediate cessation of work if exceeded. This measure was adopted to reduce potentially significant construction vibration impacts to less-than-significant levels.
>
> **Mitigation Measure H4 (Construction Monitoring and Compliance Program)** requires implementation of a construction-monitoring program, periodic reporting, public notification procedures, complaint response protocols, and maintenance of a construction hotline. This

measure was adopted to ensure compliance with construction-related noise and vibration mitigation requirements.

Mitigation Measure H6 (Parking Structure Noise Attenuation) requires parking structures near residential receptors to maintain minimum setbacks or incorporate acoustical louvers, solid walls, or equivalent noise-reduction measures. This measure was adopted to reduce parking-structure-related operational noise impacts to less-than-significant levels.

Additional 2026 Mitigation Measures

None required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. Relative to the 2022 Project, the Proposed Project would eliminate the Carson Country Mart commercial, restaurant, recreational, and event-related uses. Although the mix of operational activities would change, the Proposed Project would not expand beyond the previously approved PA3 development envelope, would not increase the approved industrial development capacity previously analyzed in the 2022 SEIR, and would not introduce new categories of construction or operational noise sources that were not previously evaluated.

Based on the analysis presented above, the Proposed Project would continue to implement the applicable noise and vibration mitigation measures and Project Design Features adopted as part of the 2022 SEIR. Construction noise, construction vibration, and parking-structure-related noise impacts would therefore remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. Operational noise impacts would remain less than significant without mitigation, consistent with the conclusions of the 2022 SEIR. No new significant impacts or substantially more-severe impacts would occur, and no new mitigation measures are required.

The environmental setting has not changed in a manner that would create new noise- or vibration-related impact pathways, and no new information of substantial importance has been identified indicating that noise impacts would be substantially more severe than those disclosed in the 2022 SEIR. Therefore, the conclusions of the 2022 SEIR remain valid, and the Proposed Project satisfies the requirements of CEQA Guidelines Sections 15162 and 15168(c)(2). No subsequent or supplemental EIR is required with respect to noise.

Population and Housing

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
12. Population and Housing. Would the project:					
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	2021 DSEIR pages VI-39 to VI-42	No	No	No	N/A
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	2021 DSEIR pages VI-39 to VI-42	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Population and Housing

The Proposed Project would maintain the previously approved development envelope and would not increase the approved residential development evaluated in the 2022 SEIR. No changes are proposed to PA1 (Residential), and the Proposed Project would not increase the number of dwelling units, create new residential neighborhoods, or extend infrastructure into undeveloped areas that could induce substantial unplanned population growth.

Relevant Changes to Environmental Setting

The population and housing setting has not materially changed since certification of the 2022 SEIR. The project site remains within an urbanized area of the City of Carson and continues to be surrounded by established residential, commercial, industrial, and transportation uses. No substantial changes have occurred in local housing conditions, development patterns, or planning assumptions that would alter the conclusions of the prior environmental analysis regarding population growth and housing displacement.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts related to population growth, housing demand, and displacement of existing residents or housing. The analysis concluded that impacts would be less than significant. The Proposed Project would not increase the approved residential component of the Specific Plan, alter the residential development program evaluated in the 2022 SEIR, or create new growth-inducing infrastructure beyond that previously analyzed. In addition, the Proposed Project would not remove existing housing, displace residents, or require construction of replacement housing. The removal of the previously approved commercial component and refinement of the industrial development program do not change the population and housing assumptions that formed the basis of the prior analysis. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant population and housing impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that population and housing impacts would be less than significant and did not identify topic-specific mitigation measures or a separate series of project design features (PDFs) for population and housing. The prior analysis relied on the approved Specific Plan development program, adopted planning documents, and the project's consistency with regional and local growth projections. These conclusions remain applicable because the Proposed Project does not increase the approved residential development program, induce substantial unplanned population growth, or displace existing housing or residents.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of refinements to the industrial component of PA3 and does not increase residential development, induce substantial unplanned population growth, or displace existing residents or housing. The environmental setting has not changed in a manner that would create new population or housing impact pathways. Accordingly, the Proposed Project would not result in new significant population and housing impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for population and housing.

Public Services

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
13. Public Services. Would the project:					
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:					
Fire protection?	2021 DSEIR pages VI-42 to VI-52	No	No	No	Yes
Police protection?	2021 DSEIR pages VI-42 to VI-52	No	No	No	Yes
Schools?	2021 DSEIR pages VI-42 to VI-52	No	No	No	N/A
Parks?	2021 DSEIR pages VI-42 to VI-52	No	No	No	N/A
Other public facilities?	2021 DSEIR pages VI-42 to VI-52	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Public Services

Relative to the 2022 Project, the Proposed Project would reduce commercial and recreational activity, eliminate the Carson Country Mart commercial, restaurant, entertainment, and event-related uses, reduce customer- and visitor-serving trips, and increase the proportion of PA3 devoted to warehouse, logistics, fulfillment, distribution, and ancillary office uses.

The Proposed Project would not increase the approved industrial development capacity evaluated in the 2022 SEIR and would continue to be developed within the same PA3 development envelope previously analyzed. Accordingly, while the mix of employees, visitors, truck operators, and site users may differ from that evaluated for the 2022 Project, the Proposed Project would not introduce a new land use category or substantially increase the intensity of development beyond that evaluated in the 2022 SEIR.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, utility installation, roadway improvements, parking facilities, and warehouse construction. Construction-related demands on fire protection, police protection, and emergency response services would therefore remain similar to those evaluated in the 2022 SEIR.

Relevant Changes to Environmental Setting

The environmental setting related to public services has not materially changed in a manner that would alter the conclusions of the 2022 SEIR. The Project Site remains within the same service areas and

jurisdictions evaluated in the 2022 SEIR, including the Los Angeles County Fire Department (LACoFD), Los Angeles County Sheriff's Department, and City of Carson public services providers.

The Project Site remains an undeveloped former landfill site undergoing remediation-related activities and remains subject to the same emergency access, fire protection, law enforcement, and public service requirements that applied to the 2022 Project.

Comparative Impacts Discussion

The 2022 SEIR evaluated impacts to fire protection services, police protection services, parks and recreation facilities, and library services associated with development of the approved project. The analysis considered increases in service demands generated by residential, commercial, recreational, entertainment, and industrial land uses throughout the Project Site.

The 2022 SEIR identified potentially significant impacts to fire protection, police protection, parks and recreation, and library services and adopted mitigation measures requiring facility design features, emergency access improvements, service funding mechanisms, security programs, and fair-share contributions to offset project-related service demands. These measures were relied upon in the 2022 SEIR to reduce public service impacts to less-than-significant levels.

The Proposed Project would eliminate the Carson Country Mart commercial and recreational components and would not introduce residential uses. Consequently, several public service demand generators evaluated in the 2022 SEIR would be reduced or eliminated. The following discussion evaluates whether the public service impacts identified in the 2022 SEIR remain applicable to the Proposed Project, whether previously adopted mitigation measures remain relevant, and whether any new mitigation measures would be required.

Fire Protection Services

The 2022 SEIR identified potentially significant impacts associated with the demand for fire protection services and emergency response capabilities. To address those impacts, the 2022 SEIR adopted Mitigation Measures I.11 through I.1-18, which require review and approval of building plans by LACoFD; provision of adequate emergency access; compliance with fire code requirements; installation of fire sprinkler systems; provision of adequate fire flow, hydrants, access roadways, and turning radii; emergency detour planning; maintenance of fire lanes; coordination during utility disruptions; and other emergency-access improvements. These measures were adopted to ensure that future development is capable of being adequately served by fire protection providers and to reduce fire protection impacts to less-than-significant levels.

The Proposed Project would continue to include large industrial and warehouse buildings requiring fire protection services, emergency access infrastructure, and compliance with applicable fire code requirements. Accordingly, the same impact mechanisms evaluated in the 2022 SEIR would continue to exist. The previously adopted fire protection mitigation measures therefore remain directly applicable to the Proposed Project and would continue to reduce fire protection impacts.

Because the Proposed Project would not increase development intensity beyond that evaluated in the 2022 SEIR and would continue implementing applicable fire protection mitigation measures, impacts to fire

protection services would remain less than significant with mitigation. No new fire protection mitigation measures are required.

Police Protection Services

The 2022 SEIR identified potentially significant impacts associated with police protection service demands and adopted Mitigation Measures I.21, I.23, I.24, I.25, I.27, and I.28. These measures require private security services, installation of surveillance systems, preparation of community-policing and security plans, coordination with law enforcement agencies, crime-prevention programs, and annual Community Facilities District (CFD) contributions to offset project-related demands on Sheriff's Department facilities, services, and equipment. These measures were relied upon in the 2022 SEIR to reduce police protection impacts to less-than-significant levels.

The Proposed Project would eliminate entertainment, recreation, and event-oriented uses that could generate substantial visitor activity. At the same time, it would continue to include industrial and employment-generating uses requiring ongoing security and law-enforcement services. Accordingly, the same general service-demand mechanisms evaluated in the 2022 SEIR would continue to exist, although certain visitor-serving demands may be reduced.

The previously adopted police protection mitigation measures remain applicable because industrial development would continue to require security planning, surveillance, police coordination, and CFD funding contributions. Therefore, impacts to police protection services would remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. No additional mitigation measures are required.

Parks and Recreation

The 2022 SEIR identified potentially significant impacts associated with residential population growth and corresponding demands on parks and recreation facilities. To address those impacts, the 2022 SEIR adopted Mitigation Measures I.41, I.42, and I.43, requiring parkland provision, private recreational facilities, open-space amenities, and payment of applicable development impact fees. These measures were adopted specifically to offset recreational demands associated with residential development.

The Proposed Project does not include residential uses and would not increase residential population or demand for recreational uses beyond that evaluated in the 2022 SEIR.

Accordingly, the underlying impact mechanism addressed by Mitigation Measures I.41 through I.43 would not be applicable to the Proposed Project. Because the Proposed Project would not generate new residential recreational demands, parks and recreation impacts would remain less than significant, and no mitigation measures are required.

Library Services

The 2022 SEIR identified potentially significant impacts associated with additional library service demands from residential population growth and adopted Mitigation Measure I.51 requiring payment of a fair-share contribution for library facilities. This measure was adopted to offset library service demands associated primarily with residential uses.

The Proposed Project does not include residential development and would not increase residential population. Accordingly, the impact mechanism addressed by Mitigation Measure I.51 does not apply to the Proposed Project.

Because the Proposed Project would not generate substantial new library demand beyond that evaluated in the 2022 SEIR, impacts to library services would remain less than significant, and implementation of Mitigation Measure I.51 would not be necessary for the Proposed Project.

Mitigation Measures

2022 SEIR Mitigation Measures

To reduce potentially significant impacts on public services, the 2022 SEIR adopted mitigation measures that remain relevant to the Proposed Project and PA3, which are summarized below:

Fire Protection

Mitigation Measures I.11–I.1-18 (Fire Protection and Emergency Access Program) require LACoFD review of development plans; emergency access improvements; fire-flow, hydrant, roadway, and fire-lane requirements; sprinkler systems; emergency detour planning; and coordination during utility disruptions. These measures were adopted to reduce potentially significant fire protection impacts to less-than-significant levels.

Police Protection

Mitigation Measure I.21 (Private Security Services) requires private security services within occupied commercial and industrial areas.

Mitigation Measure I.23 (Video Monitoring Systems) requires installation of surveillance systems accessible to law-enforcement personnel.

Mitigation Measure I.24 (Community Policing Plan) requires preparation of a coordinated policing strategy.

Mitigation Measure I.25 (Private Security Plan) requires preparation of a security plan with Sheriff's Department input.

Mitigation Measure I.27 (Crime Prevention Coordination) requires consultation with law-enforcement crime-prevention personnel.

Mitigation Measure I.28 (CFD Contribution Program) requires annual fair-share funding contributions to offset police service demands. These measures collectively were adopted to reduce police protection impacts to less-than-significant levels.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. Based on the analysis presented above, the Proposed Project would continue to implement the applicable fire protection and police protection mitigation measures adopted as part of the 2022 SEIR. Impacts on fire protection

and police protection services would therefore remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. Parks and recreation and library service impacts would remain less than significant without mitigation because the Proposed Project does not include residential development and the impact mechanisms that warranted those mitigation measures would not occur.

The environmental setting has not changed in a manner that would create new public-service-related impact pathways, and no new information of substantial importance has been identified indicating that public service impacts would be substantially more severe than those disclosed in the 2022 SEIR. Therefore, the conclusions of the 2022 SEIR remain valid, and the Proposed Project satisfies the requirements of CEQA Guidelines Sections 15162 and 15168(c)(2). No subsequent or supplemental EIR is required with respect to public services.

Recreation

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
14. Recreation. Would the project:					
a. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	2021 DSEIR pages VI-53 to VI-56	No	No	No	N/A
b. Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	2021 DSEIR pages VI-53 to VI-56	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Recreation

The Proposed Project would maintain the previously approved development envelope and would not increase the approved residential development evaluated in the 2022 SEIR. No changes are proposed to PA1 (Residential) that would result in additional residential uses. Because the Proposed Project does not increase the residential population beyond the level previously evaluated, it would not increase demand for parks or recreational facilities beyond that anticipated in the 2022 SEIR.

Relevant Changes to Environmental Setting

The recreation setting has not materially changed since certification of the 2022 SEIR. Existing neighborhood parks, regional parks, recreational facilities, and open-space resources serving the project area remain generally consistent with those evaluated in the prior environmental document. No substantial changes to recreational resources, service areas, or planning assumptions have occurred that would alter the conclusions of the 2022 SEIR regarding recreation demand and facility capacity.

Comparative Impacts Discussion

The 2022 SEIR evaluated potential impacts related to increased use of existing neighborhood and regional parks, demand for recreational facilities, and construction or expansion of recreational facilities that could result in adverse physical environmental effects. The analysis concluded that recreation impacts would be less than significant. The Proposed Project would not increase the number of approved residential units, population levels, or employment-generating uses beyond the overall development assumptions evaluated in the 2022 SEIR. In fact, the removal of the previously approved commercial component would modestly reduce visitor-serving activity within PA3. Because the Proposed Project would not introduce new residential land uses that result in an increased demand beyond that previously analyzed, it would not increase the use of existing parks or recreational facilities such that substantial physical deterioration would occur or be accelerated. Likewise, the Proposed Project would not require construction or expansion of recreational facilities beyond those contemplated in the 2022 SEIR. Consistent with CEQA

Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant recreation impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that recreation impacts would be less than significant and did not identify topic-specific mitigation measures or a separate series of project design features (PDFs) for recreation. The prior analysis relied on the approved development program, existing and planned recreational resources, applicable City planning requirements, and the recreational facilities framework evaluated for the Specific Plan area. These requirements remain applicable to the Proposed Project and continue to support the conclusion that recreation impacts would remain less than significant.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements within PA3 and does not increase the approved residential population, which would generate increased demand for parks and recreational facilities beyond the level previously analyzed. The environmental setting has not changed in a manner that would create new recreation-related impact pathways. Accordingly, the Proposed Project would not result in new significant recreation impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for recreation.

Transportation/Traffic

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
15. Transportation/Traffic. Would the project:					
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	2021 DSEIR pages IV.C-7 to IV.C-19	No	No	No	Yes
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, Subdivision (b)	2021 DSEIR pages IV.C-7 to IV.C-19	No	No	No	Yes
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment) (evaluated in 2022 SEIR Chapter VI, *Effects Found Not to Be Significant*)?	2021 DSEIR pages IV.C-7 to IV.C-19	No	No	No	Yes
d. Result in inadequate emergency access (evaluated in Chapter VI, *Effects Found Not to Be Significant*)?	2021 DSEIR pages IV.C-7 to IV.C-19	No	No	No	Yes

Discussion

Relevant Changes to Project Related to Transportation/Traffic

Relative to the 2022 Project, the Proposed Project would eliminate the Carson Country Mart commercial, restaurant, entertainment, and recreational uses and replace those uses with additional light industrial and ancillary office development within PA3. As a result, the Proposed Project would reduce customer- and visitor-serving trips associated with commercial, restaurant, and recreational activities and would eliminate event-related trips.

The Proposed Project would not increase the approved industrial development capacity evaluated in the 2022 SEIR and would continue to be developed within the same PA3 development envelope previously analyzed. More specifically, the light industrial square footage and ancillary office square footage would remain the same as was previously analyzed. Thus, employment levels, worker trips, and truck trips associated with those uses would be the same as were analyzed in the 2022 SEIR. Accordingly, while the composition of trips would change due to the reduction of trips previously attributed to the Carson Country Mart, the remaining truck trips and worker trips attributed to light industrial uses from the 2022 Project would be the same as were analyzed in the 2022 SEIR. Therefore, the Proposed Project would not introduce a new transportation use type or increase the approved development intensity previously evaluated in the 2022 SEIR, and the Proposed Project would have a reduction in overall operational traffic within PA3.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, excavation, utility installation, roadway construction, parking improvements, and building construction. Construction-related truck trips and temporary transportation impacts would therefore remain similar in nature to those evaluated in the 2022 SEIR.

Relevant Changes to Environmental Setting

The environmental setting related to transportation has not materially changed in a manner that would alter the conclusions of the 2022 SEIR. The Project Site continues to be served by the same regional and local roadway network evaluated in the 2022 SEIR, including primary access routes serving PA3.

The Project Site remains within the same transportation planning context evaluated in the 2022 SEIR and continues to be subject to the same transportation regulations, circulation infrastructure, truck access routes, transit services, bicycle facilities, and pedestrian facilities previously analyzed.

No information reviewed for the Proposed Project indicates that substantial changes have occurred in the transportation network that would create new transportation impact mechanisms not previously evaluated in the 2022 SEIR.

Comparative Impacts Discussion

The 2022 SEIR evaluated construction-period transportation impacts, operational transportation impacts, vehicle miles traveled (VMT), truck circulation, roadway access, site circulation, bicycle facilities, transit accessibility, pedestrian facilities, and transportation demand management strategies associated with implementation of the approved project. The transportation analysis was prepared pursuant to SB 743 and evaluated transportation impacts primarily through the lens of VMT reduction and multimodal accessibility rather than level of service.

The 2022 SEIR determined that construction-related transportation impacts could occur during implementation of the approved project and adopted mitigation measures to manage construction traffic and maintain safe operation of the transportation system. The 2022 SEIR also adopted Transportation Mitigation Measure C-18, which established a comprehensive Transportation Demand Management (TDM) Program to reduce project-generated vehicle travel and support consistency with VMT reduction objectives.

The 2022 SEIR further incorporated numerous project design features intended to reduce transportation impacts, including bicycle facilities, pedestrian connectivity improvements, ride-share programs, transit-supportive measures, clean vehicle infrastructure, electric vehicle charging facilities, truck-management requirements, and employee transportation programs. These measures formed part of the transportation assumptions evaluated in the 2022 SEIR.

The following discussion evaluates whether the transportation impacts identified in the 2022 SEIR remain applicable to the Proposed Project, whether previously adopted mitigation measures remain relevant, and whether any new mitigation measures would be required.

Construction Transportation Impacts

The 2022 SEIR identified temporary transportation impacts associated with construction activities and adopted Mitigation Measure C-1, which requires preparation and implementation of a Construction

Traffic Management Plan. C-1 requires, among other things, construction truck staging procedures, scheduling of deliveries during non-peak travel periods, implementation of traffic-control plans where temporary closures occur, maintenance of vehicular, bicycle, and pedestrian access, coordination with emergency service providers, and protection of access to adjacent properties. These requirements were adopted to reduce temporary construction transportation impacts during implementation of the approved project.

The Proposed Project would continue to involve remediation, grading, excavation, utility installation, roadway improvements, and building construction that would generate temporary construction truck trips and construction traffic similar to those evaluated in the 2022 SEIR. Accordingly, the same construction transportation impact mechanism would continue to exist.

Because the Proposed Project would involve the same general categories of construction activity analyzed in the 2022 SEIR, Mitigation Measure C-1 remains directly applicable to the Proposed Project and would continue to reduce temporary construction transportation impacts. Construction transportation impacts would remain less than significant with mitigation, and no new mitigation measures are required.

Vehicle Miles Traveled (VMT)

The 2022 SEIR evaluated project-generated transportation impacts through a VMT framework and adopted Mitigation Measure C-18, which requires implementation of a Transportation Demand Management (TDM) Program. C-18 includes unbundled parking programs, rideshare programs, transit pass discount programs, bicycle facilities, bicycle parking, bicycle-share opportunities, and car-share programs. The measure was adopted to discourage single-occupancy vehicle trips and reduce VMT associated with project development.

The Proposed Project would eliminate the Carson Country Mart commercial and recreational uses and replace those uses with industrial development that was already evaluated as part of the 2022 SEIR development program. While the mix of trips would change, resulting in an overall reduction, the Proposed Project would remain within the approved development envelope previously analyzed and would continue to implement the TDM framework relied upon in the 2022 SEIR.

In addition, the Proposed Project would continue to incorporate transportation-related PDFs, including PDF-O5, which requires bicycle facilities, pedestrian access improvements, rideshare programs, employee transportation programs, preferential clean-air vehicle parking, carpool coordination programs, and other trip reduction strategies. These measures formed part of the transportation assumptions evaluated in the 2022 SEIR.

Accordingly, the VMT impact mechanism evaluated in the 2022 SEIR remains substantially unchanged, and Transportation Mitigation Measure C-18 and PDF-O5 remain directly applicable to the Proposed Project. VMT impacts would remain less than significant with mitigation, and no additional mitigation measures are required.

Site Access, Truck Circulation, and Internal Circulation

The 2022 SEIR evaluated site access, truck circulation, loading activities, and internal circulation associated with industrial uses within PA3. The analysis incorporated several project design features intended to reduce transportation conflicts and improve circulation efficiency.

Relevant transportation PDFs include:

> **2021 SEIR PDF-O9**, which limits truck idling and operational queuing.
>
> **2021 SEIR PDF-O12**, which restricts truck queuing and requires truck-management procedures.
>
> **2021 SEIR PDF-O18**, which requires truck-routing and operational signage identifying designated entry and exit points and limiting truck parking within surrounding neighborhoods.

These measures reduce circulation conflicts, improve truck operations, reduce unnecessary queuing, and support efficient operation of the transportation network surrounding PA3. They also formed part of the transportation assumptions evaluated in the 2022 SEIR.

The Proposed Project would continue to include warehouse, logistics, fulfillment, and distribution uses that rely upon truck circulation and loading activities. Therefore, the same transportation impact mechanisms analyzed in the 2022 SEIR would continue to exist.

Because the Proposed Project would continue to implement the circulation-related PDFs and would remain within the transportation development envelope analyzed in the 2022 SEIR, truck circulation and site access impacts would remain less than significant, and no additional mitigation measures are required.

Bicycle, Pedestrian, and Transit Facilities

The 2022 SEIR evaluated bicycle, pedestrian, and transit accessibility and incorporated transportation-demand-management measures intended to encourage alternative travel modes. These measures are primarily implemented through PDF-O5 and Transportation Mitigation Measure C-18 and include bicycle parking, bicycle paths, pedestrian accessibility improvements, rideshare programs, transit-supportive measures, and employee transportation programs.

The Proposed Project would continue to implement these transportation-supportive measures and would not remove or substantially alter the multimodal circulation framework evaluated in the 2022 SEIR.

Accordingly, bicycle, pedestrian, and transit-related transportation impacts would remain less than significant, consistent with the conclusions of the 2022 SEIR. No new mitigation measures are required.

Mitigation Measures

2022 SEIR Mitigation Measures

To reduce transportation impacts associated with construction activities and project-generated vehicle travel, the 2022 SEIR adopted the mitigation measures summarized below:

> **Mitigation Measure C-1 (Construction Traffic Management Plan)** requires preparation and implementation of a construction traffic management program, including truck staging procedures, off-peak deliveries, traffic control plans, maintenance of vehicular, bicycle, and pedestrian access, and coordination with emergency service providers. This measure was adopted to reduce temporary construction transportation impacts to less-than-significant levels.

> **Mitigation Measure C-18 (Transportation Demand Management Program)** requires implementation of a TDM program that includes unbundled parking, rideshare programs, transit pass programs, bicycle facilities, bicycle parking, bike-share programs, and car-share opportunities. This measure was adopted to reduce project VMT and transportation impacts associated with vehicle travel.

In addition to the adopted mitigation measures, the 2022 SEIR incorporated transportation-related project design features including PDF-O5 (transportation demand management measures and bicycle facilities), PDF-O9 (truck idling restrictions), PDF-O12 (truck-queuing management requirements), and PDF-O18 (truck-routing and circulation signage requirements). Collectively, these measures reduce VMT, improve multimodal accessibility, reduce truck circulation conflicts, and support efficient transportation system operations. These PDFs formed part of the transportation assumptions evaluated in the 2022 SEIR.

The Proposed Project would continue to involve the same general categories of industrial development, employee travel, truck circulation, and logistical operations evaluated in the 2022 SEIR. Accordingly, Mitigation Measures C-1 and C-18 and the transportation-related PDFs remain applicable to the Proposed Project and should continue to be implemented.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. Based on the analysis presented above, the Proposed Project would continue to implement the applicable transportation mitigation measures and Project Design Features adopted as part of the 2022 SEIR. No new significant transportation impacts or substantially more-severe transportation impacts would occur, and no new mitigation measures are required. The environmental setting has not changed in a manner that would create new transportation-related impact pathways, and no new information of substantial importance has been identified indicating that transportation impacts would be substantially more severe than those disclosed in the 2022 SEIR. Therefore, the conclusions of the 2022 SEIR remain valid, and the Proposed Project satisfies the requirements of CEQA Guidelines Sections 15162 and 15168(c)(2). No subsequent or supplemental EIR is required with respect to transportation.

Tribal Cultural Resources

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
16. Tribal Cultural Resources. Would the project:					
a. Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	2021 DSEIR pages VI-59 to VI-56	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Tribal Cultural Resources

The Proposed Project would maintain the previously approved development envelope and would not expand the limits of ground disturbance beyond the areas evaluated in the 2022 SEIR. The Proposed Project does not introduce new uses or development areas that would increase the potential to affect tribal cultural resources beyond the impacts previously analyzed.

Relevant Changes to Environmental Setting

The environmental setting related to tribal cultural resources has not materially changed since certification of the 2022 SEIR. The project site remains a remediated former landfill located within a highly urbanized portion of the City of Carson. No new tribal cultural resources have been identified

within the project site since certification of the 2022 SEIR, and there have been no substantial changes to the regulatory framework or consultation record that would alter the conclusions of the prior analysis.

Comparative Impacts Discussion

The 2022 SEIR evaluated the potential for project-related impacts to tribal cultural resources, including resources identified through the tribal consultation process and resources that may qualify as tribal cultural resources pursuant to Public Resources Code Section 21074. The prior analysis concluded that impacts would be less than significant with implementation of applicable regulatory controls. The Proposed Project would not increase the extent of ground disturbance, expand development into previously unevaluated areas, or create new impact pathways affecting tribal cultural resources. Development would continue within the same previously disturbed area evaluated in the 2022 SEIR. Accordingly, the Proposed Project would not result in a substantial adverse change to the significance of a tribal cultural resource, nor would it create new significant impacts or substantially increase the severity of previously identified impacts. Consistent with CEQA Guidelines Sections 15168(c)(2) and 15162, the Proposed Project would not result in new significant tribal cultural resource impacts, substantially more-severe impacts, changed circumstances creating new impacts, or new information of substantial importance requiring major revisions to the 2022 SEIR.

Mitigation Measures

2022 SEIR Mitigation Measures

The 2022 SEIR determined that tribal cultural resources impacts would be less than significant and did not identify topic-specific mitigation measures or a separate series of project design features (PDFs) for tribal cultural resources. The 2022 SEIR determined that protection of tribal cultural resource is subject to applicable provisions of the California Public Resources Code, California Health and Safety Code, and other applicable laws and regulations. Because the Proposed Project does not introduce new areas of disturbance or new tribal cultural resource impact pathways, the conclusions of the 2022 SEIR remain valid and no additional mitigation measures are required

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. The Proposed Project consists primarily of site-plan refinements within PA3 and does not alter the development footprint, increase ground disturbance beyond previously analyzed areas, or introduce new potential impacts to tribal cultural resources. Existing regulatory controls remain applicable and effective. Accordingly, the Proposed Project would not result in new significant tribal cultural resource impacts or substantially more-severe impacts than those identified in the 2022 SEIR. There are no new information of substantial importance and no changed circumstance requiring major revisions to the prior environmental document. Therefore, the conclusions of the 2022 SEIR remain valid and the Proposed Project satisfies the requirements of CEQA Guidelines Section 15168(c)(2). No subsequent or supplemental EIR is required pursuant to CEQA Guidelines Section 15162 for tribal cultural resources

Utilities and Service Systems

Environmental Issue Area	Where Impact Was Analyzed in Prior Environmental Documents	Do Proposed Changes Involve New Significant Impacts or Substantially More-Severe Impacts?	Any New Circumstances Involving New Significant Impacts or Substantially More-Severe Impacts?	Any New Information of Substantial Importance?	Prior Environmental Documents Mitigations Implemented or Address Impacts?
17. Utilities and Service Systems. Would the project:					
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	2021 DSEIR pages VI-61 to VI-80	No	No	No	N/A
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	2021 DSEIR pages VI-61 to VI-80	No	No	No	N/A
c. Result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	2021 DSEIR pages VI-61 to VI-80	No	No	No	N/A
d. Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	2021 DSEIR pages VI-61 to VI-80	No	No	No	N/A
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	2021 DSEIR pages VI-61 to VI-80	No	No	No	N/A

Discussion

Relevant Changes to Project Related to Utilities and Service Systems

The Proposed Project would not increase the approved industrial development capacity evaluated in the 2022 SEIR and would continue to be developed within the same PA3 development envelope previously analyzed. Retail and restaurant uses would be eliminated as part of the Proposed Project in PA3(b). Accordingly, while the composition of utility demand may change, the Proposed Project would not increase overall development intensity or associated utility demand beyond that evaluated in the 2022 SEIR.

Construction activities would remain generally consistent with those evaluated in the 2022 SEIR and would include remediation, grading, utility installation, roadway construction, parking improvements, and building construction. Construction-related demands on water, wastewater, and solid waste systems would therefore remain similar in nature to those evaluated in the 2022 SEIR.

Relevant Changes to Environmental Setting

The environmental setting related to utilities and service systems has not materially changed in a manner that would alter the conclusions of the 2022 SEIR. The Project Site remains within the same water, wastewater, stormwater, and solid waste service areas evaluated in the 2022 SEIR and would continue to rely on the same utility providers and infrastructure systems previously analyzed.

The Project Site remains an undeveloped former landfill site undergoing remediation-related activities and remains subject to the same utility service requirements, infrastructure planning assumptions, and regulatory requirements applicable to the 2022 Project.

Comparative Impacts Discussion

The 2022 SEIR evaluated impacts related to water supply, water infrastructure, wastewater collection and treatment, stormwater facilities, and solid waste generation associated with implementation of the approved project. The analysis considered utility demands generated by residential, commercial, recreational, entertainment, and industrial land uses throughout the Project Site.

The 2022 SEIR identified potentially significant impacts related to water supply, wastewater infrastructure, and solid waste generation and adopted mitigation measures requiring water conservation, reclaimed water use, utility infrastructure design standards, wastewater system improvements, and waste reduction and recycling programs. These measures were relied upon by the 2022 SEIR to reduce utility impacts to less-than-significant levels.

Water Supply

The 2022 SEIR identified potentially significant impacts associated with water demand and water supply and adopted Mitigation Measures J.11 through J.17 to reduce project water consumption and improve water-use efficiency. These measures require implementation of water-conserving fixtures, compliance with water-efficient landscape requirements, use of reclaimed water where feasible, xeriscape landscaping, efficient irrigation systems, recycling of cooling-system water, and use of reclaimed water during construction activities. These measures were adopted to reduce project-related water demand and reliance on potable water supplies.

The Proposed Project would continue to require water service but would eliminate several water-intensive commercial, restaurant, and recreational uses associated with the Carson Country Mart. While industrial and warehouse uses would continue to consume water, the overall utility demand would remain within the development envelope evaluated in the 2022 SEIR.

Accordingly, the same water-supply impact mechanism evaluated in the 2022 SEIR would continue to exist. Mitigation Measures J.11 through J.17 therefore remain applicable to the Proposed Project and would continue to reduce water demand. Water supply impacts would remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. No additional mitigation measures are required.

Wastewater Collection and Treatment

The 2022 SEIR identified potentially significant impacts associated with wastewater generation and wastewater infrastructure and adopted Mitigation Measures J.2-1 through J.2-4. These measures require wastewater infrastructure to be designed in accordance with applicable agency standards, payment of connection fees, implementation of water-conserving fixtures, and use of reclaimed water where

available. These measures were adopted to ensure adequate wastewater capacity and reduce wastewater generation.

The Proposed Project would continue to generate wastewater associated with employee-serving facilities and ancillary office uses; however, restaurant, entertainment, and recreational uses that would have generated higher wastewater demands would no longer occur.

Because the same wastewater service systems evaluated in the 2022 SEIR would continue to serve the Project Site, the impact mechanism remains substantially unchanged. Mitigation Measures J.2-1 through J.2-4 remain applicable and would continue to reduce wastewater impacts. Wastewater impacts would remain less than significant with mitigation, and no new mitigation measures are required.

Solid Waste

The 2022 SEIR identified potentially significant impacts associated with solid waste generation and adopted Mitigation Measures J.31 through J.3-6. These measures require source-separated recycling systems, recycling collection facilities, ongoing recycling programs, recycling of roadway materials during redevelopment, compaction facilities for non-recyclable materials, and recycling of construction debris where feasible. These measures were adopted to reduce disposal demand and promote compliance with state and local waste-diversion requirements.

The Proposed Project would continue to generate solid waste associated with industrial operations, warehouse activities, and employee-serving uses. However, the elimination of commercial, restaurant, and event-related activities would reduce several waste-generating activities evaluated in the 2022 SEIR.

Accordingly, the same solid-waste impact mechanism evaluated in the 2022 SEIR would continue to exist. Mitigation Measures J.31 through J.3-6 remain directly applicable and would continue to reduce solid waste impacts. Solid waste impacts would remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. No additional mitigation measures are required.

Utility Infrastructure and Service Capacity

The 2022 SEIR evaluated the ability of existing and planned utility infrastructure to accommodate development of the approved project and concluded that required utility improvements could be provided through implementation of the adopted mitigation framework and applicable infrastructure requirements.

The Proposed Project would remain within the same PA3 development envelope previously evaluated and would continue to rely on the same utility systems and service providers. The Proposed Project would not require a new off-site utility system, new wastewater treatment facility, new water supply source, or new solid waste disposal facility that was not previously analyzed.

Accordingly, utility infrastructure impacts would remain within the range evaluated in the 2022 SEIR and would remain less than significant. No new mitigation measures are required.

Mitigation Measures

2022 SEIR Mitigation Measures

To reduce potentially significant impacts associated with water supply, wastewater service, and solid waste generation, the 2022 SEIR adopted the mitigation measures summarized below.

Water Supply

Mitigation Measures J.11–J.17 (Water Conservation and Water Supply Program) requires water-efficient fixtures, water-efficient landscaping, reclaimed water use, xeriscaping, irrigation efficiency measures, cooling-water recycling, and reclaimed water use during construction. These measures were adopted to reduce project-related water demand and water supply impacts to less-than-significant levels.

Wastewater

Mitigation Measures J.2-1–J.2-4 (Wastewater Infrastructure and Conservation Program) require wastewater infrastructure improvements, utility connection requirements, water-conserving fixtures, and reclaimed water use. These measures were adopted to reduce wastewater generation and ensure adequate wastewater service capacity.

Solid Waste

Mitigation Measures J.31–J.3-6 (Solid Waste Reduction and Recycling Program) require recycling facilities, source separation, roadway material recycling, construction debris recycling, compaction facilities, and ongoing recycling programs. These measures were adopted to reduce disposal demands and maintain consistency with waste-diversion objectives.

The Proposed Project would continue to rely on the same utility systems and would continue to generate water demand, wastewater flows, and solid waste similar (if not less) in type to those evaluated in the 2022 SEIR. Accordingly, the utility mitigation measures adopted in the 2022 SEIR remain applicable to the Proposed Project and should continue to be implemented.

Additional 2026 Mitigation Measures

No additional mitigation measures are required.

Conclusion

The Proposed Project remains within the scope of development evaluated in the 2022 SEIR. Restaurant, entertainment, and recreational uses that would have generated higher utility demands would no longer occur. Although the composition of utility demand would change, the Proposed Project would not increase approved development intensity, would remain within the utility service envelope evaluated in the 2022 SEIR, and would not introduce new utility-related impact mechanisms that were not previously analyzed. Based on the analysis presented above, the Proposed Project would continue to implement the applicable utility mitigation measures adopted as part of the 2022 SEIR. Water supply, wastewater, and solid waste impacts would therefore remain less than significant with mitigation, consistent with the conclusions of the 2022 SEIR. Utility infrastructure and service-capacity impacts would remain less than significant, consistent with the conclusions of the 2022 SEIR. No new significant impacts or substantially more-severe impacts would occur, and no new mitigation measures are required. The environmental setting has not changed in a manner that would create new utility-related impact pathways, and no new information of substantial importance has been identified indicating that utility impacts would be substantially more severe than those disclosed in the 2022 SEIR. Therefore, the conclusions of the 2022 SEIR remain valid, and the Proposed Project satisfies the requirements of CEQA Guidelines Sections 15162 and 15168(c)(2). No subsequent or supplemental EIR is required with respect to utilities and service systems.

VI. Section 15168 Consistency Determination

The City has determined that the Proposed Project constitutes a later activity within the scope of the development program evaluated in the certified 2022 Supplemental Environmental Impact Report (2022 SEIR) for The District at South Bay Specific Plan Amendment and has therefore evaluated the Proposed Project pursuant to CEQA Guidelines Section 15168(c).

As documented in this Environmental Checklist, the Proposed Project would remain within PA3, the same geographic area evaluated in the 2022 SEIR, and would not expand development beyond the boundaries of the Specific Plan area previously analyzed. The Proposed Project would continue to implement land uses expressly evaluated in the 2022 SEIR by retaining light industrial, warehousing, logistics, fulfillment, distribution, and ancillary office uses within PA3. While the Proposed Project would eliminate the previously approved Carson Country Mart commercial, restaurant, recreation, entertainment, and open-space components, it would not introduce a new land use type, development activity, or infrastructure system that was not previously contemplated and analyzed as part of the 2022 SEIR development program.

The Proposed Project would also remain consistent with the overall development intensity evaluated in the 2022 SEIR. The Project would maintain the previously approved maximum development program for PA3 and would not increase the total approved industrial floor area, development capacity, or development intensity beyond that previously analyzed. In addition, the Proposed Project would continue to rely upon the same roadway network, utility systems, drainage facilities, flood control infrastructure, remediation systems, landfill gas collection and treatment systems, groundwater extraction and treatment systems, and other supporting infrastructure evaluated in the 2022 SEIR.

Based on the analysis contained in this Environmental Checklist, none of the conditions identified in CEQA Guidelines Section 15162 requiring preparation of a subsequent or supplemental EIR have occurred. Specifically:

- No substantial changes are proposed in the Project that would require major revisions to the 2022 SEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- No substantial changes have occurred with respect to the circumstances under which the Proposed Project would be undertaken that would require major revisions to the 2022 SEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- No new information of substantial importance has been identified that shows:
  - The Proposed Project would result in one or more significant effects not discussed in the 2022 SEIR;
  - Significant effects previously examined would be substantially more severe than shown in the 2022 SEIR;

- Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the project proponents decline to adopt such measures; or
- Mitigation measures or alternatives considerably different from those analyzed in the 2022 SEIR would substantially reduce one or more significant effects, but the project proponents decline to adopt such measures.

As demonstrated throughout this Environmental Checklist, the environmental effects of the Proposed Project would either remain within the range of impacts previously evaluated in the 2022 SEIR or would be reduced relative to those previously analyzed. Where the 2022 SEIR identified impacts that were reduced to less-than-significant levels through mitigation, the applicable mitigation measures remain available and adequate to address the same impact mechanisms associated with the Proposed Project. Where impacts were determined to be less than significant without mitigation, the Proposed Project would remain within the assumptions and impact framework evaluated in the 2022 SEIR. No new mitigation measures have been identified as necessary to avoid or substantially lessen environmental impacts associated with the Proposed Project beyond those previously adopted.

Accordingly, the City finds that the Proposed Project is within the scope of the development program evaluated in the certified 2022 SEIR and satisfies the requirements of CEQA Guidelines Section 15168(c)(2). The analyses conducted and conclusions reached in the 2022 SEIR remain applicable and valid. The Proposed Project remains subject to all applicable mitigation measures, project design features, and conditions of approval adopted as part of the 2022 SEIR and identified in this Environmental Checklist. Therefore, no subsequent EIR or supplemental EIR is required pursuant to CEQA Guidelines Section 15162, and no additional environmental review is required beyond this evaluation prepared pursuant to CEQA Guidelines Section 15168(c).

The District at South Bay Specific Plan (SP-10)

retail ■ entertainment ■ restaurant ■ residential ■ light industrial

FINAL
AUGUST2026

ADOPTED FEBRUARY 8, 2006

AMENDMENT No. 1: APRIL 5, 2011

AMENDMENT No. 2: APRIL 3, 2018

AMENDMENT No. 3: MAY 23, 2022

AMENDMENT No. 4: _____, 2026

CITY OF CARSON

The District at South Bay Specific Plan

FORMERLY KNOWN AS THE CARSON MARKETPLACE SPECIFIC PLAN (ADOPTED IN 2006), RENAMED AS THE BOULEVARDS AT SOUTH BAY SPECIFIC PLAN (PER A 2011 AMENDMENT), AND LATER RENAMED AS THE DISTRICT AT SOUTH BAY SPECIFIC PLAN (PER AN AMENDMENT ADOPTED IN 2018)

August 2026

Adopted by the Carson City Council Ordinance No. 26-_____

Prepared for:

City of Carson

2011 Amendment Prepared by:

The Planning Center

2018 Amendment Prepared by:

RE | Solutions, LLC

2022 Amendment Prepared by:

ESA | Environmental Science Associates

2026 Amendment Prepared by:

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CHAPTER 1
Introduction

1.1 Purpose and Background

In 2006, the City of Carson (City) adopted the Carson Marketplace Specific Plan (by Ordinance No. 06-1341) to govern the development of a 168-acre property in the City of Carson (the Specific Plan Area); the City amended it in 2011, 2018, and 2022. The 2011 Specific Plan amendment (by Ordinance No. 11-1469) renamed it as the "Boulevards at South Bay Specific Plan"[1]; the 2018 amendment (by Resolution No. 18-2621) renamed it as "The District at South Bay."

The 2011 Specific Plan Amendment divided the Specific Plan Area into three distinct Development Districts: (DD) DD1, DD2, and DD3. DD1 and DD2 are located on the 157-Acre Site (which consists of the former Cal Compact Landfill), which is located south of Del Amo Boulevard. DD1 and DD2 were further divided into three separate Planning Areas (PAs) under the 2018 Specific Plan Amendment, each referred to as a Planning Area (also as PA1, PA2, and PA3), as depicted in Figure 3.1, *Planning Areas and DD3*.[2]

The purpose of the 2018 Specific Plan Amendment was to update the development standards and guidelines and to establish new regulations for the future development of the 157-acre portion of the Specific Plan Area located south of Del Amo Boulevard, which was formerly

Project Background: A Brief History of Carson

Although the City of Carson has a long and colorful history that dates back to the founding of California, it is a very young community in terms of its age as an independent city. Carson was incorporated as a city in 1968, as compared to Carson's neighbor to the east, Long Beach, which incorporated almost a century earlier in 1888, or to its neighbor to the west, Torrance, which became a city in 1921. In those intervening years, the area that is now Carson remained an unincorporated portion of Los Angeles County, and as a result, the young City of Carson is still struggling to overcome the challenges that came with the delay to its incorporation.

The acronym "NIMBY" means "not in my back yard." While a society needs facilities such as garbage dumps, automotive dismantling centers, and waste treatment plants, when it comes time to build them, no one wants them located near where they live. So, when such certain undesired but essential facilities were needed in the South Bay of Los Angeles, incorporated cities of Los Angeles County such as Torrance and Redondo Beach had the ability to resist (and effectively prohibit, through their political representatives) the locations of such unwanted uses and projects within their city borders. Since Carson was an unincorporated area for so long, with little political representation, it ended up as the dumping ground (both literally and figuratively) for neighboring jurisdictions between 1959 and 1965. By the time Carson was finally incorporated as a city in 1968, its landscape was pockmarked with dozens of refuse dumps, landfills, and automotive dismantling plants that none of its neighbor cities would have in their own cities

Sprawl has forced cities to look long and hard at reclaiming the underutilized urban landscape. Everyone from the United States Environmental Protection Agency to the California Center for Land Recycling now understands that our society, to become more sustainable, needs to facilitate and support urban infill types of development where existing infrastructure, a strong employment base, and community support services are already in place. The District at South Bay Specific Plan represents an important opportunity to reclaim a former 157-acre landfill and replace it with a new, vibrant development that will provide for residential, commercial, recreational, retail, and jobs-producing uses.

[1] Although the Specific Plan applies to the entire 168 acres of the Specific Plan Area, the 11-acre area located north of Del Amo Boulevard, formerly known as DD3, has been developed with a 300-unit apartment complex known as Evolve South Bay. Nothing in this Specific Plan Amendment restricts the previously approved entitlements for development of the 300 units of multifamily housing on the 11-acre site.

[2] Unless otherwise indicated, references to chapters, sections, tables, and figures are to chapters, sections, tables, and figures contained in this Specific Plan.

operated as a landfill and currently lies vacant (such area is sometimes referred to herein as the 157-Acre Site).[3]

The 2022 Specific Plan Amendment (approved by the City Council per Ordinance No. 22-2207) primarily addressed Planning Area PA3, which constitutes an approximate 96-acre portion of the Specific Plan Area. The 2022 Specific Plan Amendment replaced the general commercial and hotel uses (that were previously approved for PA3 under the 2018 Specific Plan Amendment) with light industrial uses (including ancillary office uses and an "Enhanced Parkway" (as further described below)) and with a privately maintained, publicly accessible open space and community commercial use and amenity area referred to herein as the "Carson Country Mart." The land uses and development standards allowed for PA1 and PA2 under the 2018 Specific Plan Amendment were not modified by the 2022 Specific Plan Amendment.

DD3 comprises approximately 11 acres of land north of Del Amo Boulevard, which is not within the boundaries of the former Cal Compact landfill site. In July 2017, a 300-unit residential development was approved for DD3 and, thereafter, was developed by a separate owner as an apartment complex known as Evolve South Bay. The 2022 Specific Plan Amendment continued to apply to DD3, but all entitlements previously issued for such project were not modified by the 2022 Specific Plan Amendment.

The 2022 Specific Plan Amendment replaced the uses previously allowed within PA3 (which, pursuant to the 2018 Specific Plan Amendment, provided for a regional retail center, commercial recreation/entertainment, and hotel uses) with the following two separate classes of uses: (i) light industrial uses contained in six main buildings (including ancillary office uses), which allowed for e-commerce/fulfillment center facilities and distribution center/parcel hubs or similar light industrial uses, and the Enhanced Parkway, which consisted of an approximately 20- to 40-foot-wide linear park including shade trees and native plantings, a meandering pedestrian pathway, and a sidewalk, and (ii) the Carson Country Mart, which consisted of commercial and community amenity uses, including the following: restaurants, food/beverage kiosks, retail, café, vehicular use/parking areas, a performance pavilion area, park amenities, active and passive open spaces, and pedestrian circulation/support areas.

Thus, under the 2022 Specific Plan Amendment, PA3 was divided into two corresponding sub-planning areas: PA3(a) and PA3(b) (as depicted in Figure 3.2, *Planning Areas 3(a) and 3(b)*, of the 2022 Specific Plan Amendment). PA3(a) contained the light industrial uses (with ancillary office uses and the Enhanced Parkway), while PA3(b) contained the Carson Country Mart.

This 2026 Specific Plan Amendment (2026 Amendment or Specific Plan) does not change the residential and regional commercial uses located within PA1 and PA2 that were previously approved under the 2018 Specific Plan Amendment. Additionally, it preserves the light industrial uses (including ancillary office uses)

[3] In 2006, and in accordance with CEQA, the City of Carson Redevelopment Agency, as lead agency, certified a project-level FEIR for the Carson Marketplace Project (SCH No. 2005051059) in connection with development of the Specific Plan Area. The 300-unit development on DD3 was analyzed for CEQA purposes under the 2006 FEIR. In 2009, an Addendum to the 2006 FEIR was adopted. In 2011, the City, relying upon the 2006 FEIR, amended the Carson Marketplace Specific Plan and, as part of that amendment, renamed the 2006 Specific Plan to The Boulevards at South Bay Specific Plan. In 2018, The Boulevards at South Bay Specific Plan was amended and renamed The District at South Bay Specific Plan. The 2018 SEIR was prepared to supplement the previously approved 2006 FEIR. In April 2018, the City approved the 2018 SEIR to implement the 2018 Specific Plan Amendment and adopted The District at South Bay Specific Plan. The 2022 Supplemental Environmental Impact Report (2022 SEIR) was adopted in connection with the 2022 Specific Plan Amendment and provided an environmental analysis of the proposed development project on PA3, a 96-acre portion of the 157-Acre Site (the 2021 Project), as well as the development previously allowed under the 2018 Specific Plan Amendment for PA1 and PA2.

located within PA 3 that were previously approved under the 2022 Specific Plan Amendment. This 2026 Amendment reduces the number of buildings associated with the light industrial uses in PA 3 from six to five and removes the Carson Country Mart and its commercial and community amenity uses previously approved in the 2022 Specific Plan Amendment.

Thus, under this 2026 Amendment, PA3 is no longer divided into two corresponding sub-planning areas (i.e., PA3(a) and PA3(b)) and is limited to only light industrial uses with ancillary office uses and the Enhanced Parkway within PA3. The 2026 Amendment preserves the development standards that will regulate the amount and types of development, the size and conceptual arrangement of buildings, on-site circulation, and open space, as well as the general appearance of the development occurring within the 157-Acre Site.

This 2026 Amendment shall be adopted by an ordinance of the City Council and will continue to implement the existing SP-10 zoning for the Specific Plan Area. Going beyond the guidance typically found in a zoning ordinance, however, the Specific Plan provides project applicants/developer of any Planning Area (each, an Applicant), City staff, the public, and decision makers with information on the Specific Plan Area background, overall intent, design standards, and guidelines to facilitate review and implementation.

1.2 Specific Plan Amendment Overview

The District at South Bay Specific Plan represents a unique possibility to remediate a large former landfill site through uses that have the economic viability to develop a project upon the former Cal Compact landfill. This former landfill site has been a blight on the neighboring community for over 50 years, and as such, the development allowed under this 2026 Amendment has the opportunity to become an example of what redevelopment and environmental technology can achieve (given the high costs and constraints of development of a former landfill) by revitalizing the site. The mix of uses proposed within this 2026 Amendment would enable a vibrant mixed-use community comprising residential, commercial, light industrial, and open space uses that would allow for a new, enlivened site with live, work, and retail uses, which would also provide for new tax-generating uses to serve the City and the community as a whole.

This 2026 Amendment provides development standards and guidelines that allow for a potential mix of land uses, including a maximum of 1,550 residential units (including the 300 units constructed in DD3 in 2019); approximately 711,500 square feet (sf) of commercial uses in PA2; and approximately 1,567,090 sf of light industrial with ancillary office uses in PA3.

1.2.1 2026 Specific Plan Amendment Land Use Changes

This 2026 Amendment preserves the previously approved uses under the 2022 Specific Plan Amendment within PA3 with light industrial uses (with associated office space and the Enhanced Parkway). The previously approved 33,800 sf of commercial uses have been replaced by landscaped parking areas to service the light industrial buildings. The land uses allowed within PA3 are discussed as follows.

Light Industrial and Ancillary Office Spaces

This 2026 Amendment preserves light industrial development within PA3 of the Specific Plan Area (and establishes development standards and guidelines for same). Approximately 1,567,090 sf of light industrial and ancillary office uses are permitted in PA3 and are envisioned to be contained in five main buildings

(Buildings A–E) (as illustrated in Figure 4.1, *Conceptual Site Plan Illustrative*, of this 2026 Amendment). Buildings A, B, and C are anticipated to be used as e-commerce fulfillment centers or similar, including ancillary office space; Building D and E could be used for more-traditional distribution centers and parcel hubs or similar, including ancillary office space.

Public access to the light industrial buildings with their ancillary office spaces would be provided along Lenardo Drive and would provide connections to Main Street and Avalon Boulevard; in addition, an access road with easements for operation and maintenance of the Torrance Lateral Flood Control Channel (Torrance Lateral) would be provided around the southern/western boundary nearest Building E and the Utility Lot , adjacent to the Torrance Lateral.

Chapter 4, *Land Use Illustrative*, presents a conceptual illustrative land use plan (as illustrated in Figure 4.1, *Conceptual Site Plan Illustrative*) that demonstrates a potential project configuration (including Table 4.1, *Land Use Summary: Planning Areas 1, 2, 3, and 3, and Development District 3*, which provides a detailed land use summary). **Table 1.1, *Land Use Comparison***, compares the 2022 Specific Plan Amendment with this 2026 Amendment.

PA3 will also include landscaping and preserve the approximately 0.62-acre area consisting of an Enhanced Parkway. The proposed Enhanced Parkway would include an approximately 20- to 40-foot-wide linear park including shade trees and native plantings, a meandering pedestrian pathway, and a sidewalk along Lenardo Drive from Main Street to the western entrance to Building A in PA3. This Enhanced Parkway would be expected to be utilized by the future residents of PA1 and the workers/employees for the light industrial uses of PA3. A transit center could potentially be provided on the Enhanced Parkway which would offer convenient connections to employees and visitors to the Specific Plan Area (refer to Figure 5.1, *Vehicular Circulation Concept*).

1.3 Authority to Prepare Specific Plan

This Specific Plan is established through the authority granted by California Government Code Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457. Both Planning Commission and City Council hearings are required for the formal approval of this 2026 Amendment. This Specific Plan and all amendments must be adopted by an ordinance of the Carson City Council. This 2026 Amendment (Amendment No. 4) shall be effective upon the effective date of an ordinance adopted by the City Council approving this 2026 Amendment.

TABLE 1.1
LAND USE COMPARISON

Land Use	The District at South Bay 2022 Specific Plan Amendment	The District at South Bay 2026 Specific Plan Amendment
Commercial[a]	745,300 sf	711,500 sf[b]
Residential	1,550 units[c]	1,550 units
Light Industrial and Ancillary Office[d]	1,567,090 sf	1,567,090 sf
Community Amenities/Passive and Active Open Space[f]	6.29 acres	NA
Enhanced Parkway[g]	0.62 acres	0.62 acres
Other[h]	4.06 acres	4.06 acres

NOTES:

[a] This 2026 Amendment reduces the amount of commercial development approved under the previous 2022 Specific Plan Amendment from 745,300 sf to approximately 711,500 sf.

[b] Preserves 711,500 sf of commercial uses in PA2. Unless otherwise specified in this 2026 Amendment, square footage for building area shall be calculated using gross building area (GBA); all square footages are approximate.

[c] 300 units were specified for DD3 and have been developed. DD3 was developed as the Evolve South Bay project as allowed by the 2011 Carson Marketplace Specific Plan Amendment under an administrative approval.

[d] This 2026 Amendment preserves development standards and guidelines for light industrial development, consistent with the 2018 and 2022 Specific Plan Amendments.

[e] The approximately 273,906 sf (6.29 acres) of Community Amenities/Passive and Active Open Spaces and its shared parking facilities are being replaced with parking areas to more appropriately service the light industrial Building E.

[f] The proposed Enhanced Parkway includes an approximately 20- to 40-foot-wide linear park including shade trees and native plantings, a meandering pedestrian pathway, and a sidewalk along Lenardo Drive from Main Street to the western entrance to Building A in PA3.

[g] Includes square footage of vehicular use/parking areas and pedestrian circulation and additional support areas (such as restrooms and trash/recycling facilities).

This Specific Plan defines the zoning, allowed uses, development standards and regulations for the Specific Plan Area. Any development within the Specific Plan Area shall be required to comply with the requirements and regulations under the General Plan pursuant to Carson Municipal Code (CMC) Section 9111.3, as well as the requirements set forth in any future City ordinance related to hazardous substances once in effect and any other hazardous substances ordinance or regulations adopted by the City, subject to any vested rights in any applicable development agreement. Any project development within PA1, PA2, and PA3 will be required to comply with the requirements set forth under the approved Remedial Action Plan (RAP), dated October 1995, approved by the Department of Toxic Substances Control (DTSC) and the other DTSC regulatory documents applicable to the 157-Acre Site (and all amendments/modifications thereto), as a condition to any future vertical development, including, without limitation the document entitled *Revised Management Approach to Phased Occupancy* (the Revised MAPO), approved by DTSC on July 24, 2026, and which supersedes and replaces the MAPO approved by DTSC in April 2018, as well as the Compliance Framework Agreement, dated as of September 28, 2006, as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (as so amended, the CFA). In the event the RAP, Revised MAPO, Phased Development Letter are amended or modified in the future to allow for greater flexibility with respect to the phasing of construction and/or occupancy of the 157-Acre Site, such changes shall be incorporated to the terms and conditions herein.

It is intended that local public works projects, design review plans, detailed site plans, grading permits and building permits, or any other action requiring ministerial or discretionary approvals applicable to the 157-Acre Site be carried out in accordance with the intent and specific development standards set forth in this Specific Plan and DTSC regulations/requirements.

Modifications to the conceptual development plan and proposed site plans contained herein are anticipated. Thus, the sketches and graphic representations contained in this Specific Plan are for conceptual purposes only and are to be used as general visual aids in understanding the basic intent of the guidelines/requirements contained herein. They are not meant to depict any actual lot or building design and are, therefore, subject to change. Minor changes, deviations, or modifications to this Specific Plan may be processed pursuant to Section 7.1.5, *Administrative Permits*, of this Specific Plan.

1.4 Environmental Clearance

The 2006 Carson Marketplace Specific Plan (and as amended in 2011) was evaluated in accordance with the California Environmental Quality Act (CEQA).[4] The 2018 Specific Plan Amendment was also evaluated in accordance with the requirements of CEQA, pursuant to a Supplemental Environmental Impact Report (SEIR) prepared to analyze the impacts of the development proposed by the 2018 Specific Plan Amendment on the 157-Acre Site (consisting of former Cal Compact Landfill). The City Council reviewed and approved a new SEIR for the 2022 Specific Plan Amendment – The District at South Bay Specific Plan Amendment Final SEIR (the 2022 SEIR). Refer to the 2022 SEIR Mitigation Monitoring and Reporting Program (MMRP) for all Mitigation Measures (MMs) and Project Design Features (PDFs) required under the 2022 SEIR, which shall apply to all development within PA1, PA2, and PA3, and be reflected in the Section 15168(c)(2) CEQA Consistency Determination Memorandum for the 2026 Specific Plan Amendment.

Subsequent discretionary project approvals required by this Specific Plan, such as changes in the scope, scale, or intensity of development allowed herein or in the City's General Plan, will require appropriate environmental review under CEQA.[5]

[4] Public Resources Code Section 21000 et seq.

[5] The 300 residential units on DD3 that have been developed will not require further discretionary action or environmental review under CEQA unless otherwise required by law. For any subsequent discretionary approvals requiring further CEQA review, the City as lead agency will rely on the certified 2022 SEIR together with any necessary errata, addenda or subsequent or supplemental EIR to the fullest extent permitted by CEQA. Tiering and CEQA streamlining for subsequent approvals is encouraged as permitted by law, including but not limited to, relying on CEQA Guideline Sections 15162, 15164, 15168(c), and 15182(c) and California Government Code Section 65457.

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CHAPTER 2
Context and Conditions

2.1 Specific Plan Area Location and Surrounding Uses

The District at South Bay Specific Plan is proposed for a predominantly undeveloped site located at 20400 South Main Street in the City of Carson. The Specific Plan Area is located approximately 17 miles south of downtown Los Angeles and approximately 6.5 miles east of the Pacific Ocean. The overall Specific Plan Area is comprised of approximately 168 acres located southwest of the San Diego Freeway (I-405 Freeway), north of the Avalon Boulevard interchange and east of Main Street. The majority of the Specific Plan Area consists of 157 acres, which is located south of Del Amo Boulevard (i.e., Planning Areas 1, 2, and 3) while the remaining 11 acres are located north of Del Amo Boulevard (i.e., DD3), which, subsequent to the 2018 Specific Plan Amendment, has been developed with a 300-unit apartment complex known as Evolve South Bay.

Figure 2.1, *Specific Plan Area Vicinity*, depicts the Specific Plan Area in its regional and local context, while in **Figure 2.2, *Specific Plan Area Aerial***, an aerial photograph of the Specific Plan Area shows the surrounding land uses and adjacent areas.

On a local scale, the Specific Plan Area is surrounded by a range of commercial and residential uses. East of the I-405 Freeway, land uses include neighborhood and regional retail, most notably the South Bay Pavilion at Carson. To the north and east of the Specific Plan Area are the Porsche Experience Center and the Victoria Golf Course, respectively. Residential areas, consisting of one-story and two-story detached residences and mobile homes, are located to the south and west of the Specific Plan Area. The residences are separated from the Specific Plan Area by the Torrance Lateral, a concrete-lined drainage channel which parallels the southern and western border of the Specific Plan Area. To the west of the Specific Plan Area, extending away from the Specific Plan Area on Torrance and Del Amo Boulevards, are commercial and light industrial uses. Land uses located further north on the west side of Main Street consist of light industrial uses, the Dignity Health Sports Park and California State University, Dominguez Hills.

2.2 Existing Specific Plan Area Conditions

The Specific Plan Area has been essentially vacant since the closing and covering of the former Cal Compact Landfill in 1965 with the exception of the construction of a 300-unit residential development in DD3 and the remediation-related improvements described in Section 5.3.5, *Grading, Subsurface Remediation, and Cap*. With respect to the 157-Acre Site, which remains undeveloped, such area is predominantly bare soil that becomes green with nonnative grasses following winter rains and turns brown by summer. The Specific Plan Area's elevation is nearly at grade with Del Amo Boulevard to the north and is approximately 20 feet uphill of the I-405 Freeway, which is immediately to the east. It sits approximately 16 feet above the top of the Torrance Lateral

and the neighborhoods to the south and west, while it is approximately 8 feet uphill from the Main Street grade elevation to the west.

SOURCE: ESA 2021

Figure 2.1 Specific Plan Area Vicinity

SOURCE: AO 2026

Figure 2.2 Specific Plan Area Aerial

The 157-Acre Site is relatively flat with elevations varying in a somewhat random pattern between 26 and 50 feet above the invert of the Torrance Lateral. Generally, the Specific Plan Area is elevated above existing grades at the edges (except on the north where it abuts Del Amo Boulevard) and generally slopes inward. Due to certain grading in preparation for future development, there exists large amounts of dirt and landfill cap materials have been stockpiled on site.

There is an existing street circulation pattern that was established for the former Cal Compact landfill within the 157-Acre Site (where the site soils underlying such streets consists of native/non-toxic/contaminated soils) offering access points to both Del Amo Boulevard and Main Street (which will be maintained under this 2026 Amendment), via Lenardo Drive and Stamps Drive. Such streets originally functioned as a haul road system for trash trucks traveling within the Cal Compact landfill. Access to the Evolve South Bay project (located on DD3) is gained off of Del Amo Boulevard to the north at Stamps Drive.

2.3 Existing Land Use Designations

2.3.1 General Plan

The General Plan land use designation for the Specific Plan Area is Flex District. A portion of the Specific Plan Area is also designated as a Flex District Housing Element Site.

2.3.2 Zoning

The area governed by this Specific Plan has been zoned Existing Specific Plan Area and a portion of the Specific Plan area is zoned with a FLX Housing Element Site Overlay.

2.4 Consistency with the General Plan

State law requires that a specific plan be consistent with and demonstrate implementation of the General Plan. This Specific Plan Amendment is consistent with and furthers a number of goals and objectives identified in the General Plan.

Overall, this Specific Plan represents a unique opportunity to productively reuse a former landfill / brownfield site compatible with surrounding urban and residential uses. This Specific Plan offers Carson residents new opportunities for recreation, employment, and commercial activities through the plan's proposed commercial (retail/restaurant) uses, residential development, light industrial uses, and open space uses. As such, this Specific Plan is also consistent with the General Plan's Community Health and Environmental Justice Element, in particular CHE-G-6, which encourages the City to "explore opportunities and seek funding to remediate and redevelop brownfields as sites to spur economic development, expand natural open spaces and parks, community gardens, and other similar health-promoting community revitalization activities, particularly in underserved neighborhoods."

The Flex District designation permits a wide range of uses including (but not limited to) offices, research and development, light-industrial, hotels, local and regional retail commercial uses, commercial entertainment uses, and gas/charging stations in mid- and high-intensity settings, as well as residential uses in appropriate locations. As such, this Specific Plan is consistent with the General Plan's Land Use and Revitalization Element, in particular LUR-P-8, under which the City is to: "Prioritize development of office and commercial spaces … especially in the Flex District... and on vacant industrial and closed landfill sites." Also, residential uses are permitted in the Flex District on sites included in the housing sites inventory in the City's Housing Element, where they are permitted as part of a specific plan, master plan, or other cohesive plan that considers the long-term development potential of adjacent properties and presents a strategy for transition of industrial uses to residential uses.

The Flex District land use designation specifically allows residential uses at a density of 60 units per acre on the property located at the southeast corner of Main Street and Del Amo Boulevard, constituting approximately 15 acres within the Specific Plan Area.

With respect to residential uses, the 168-acre Specific Plan Area includes the allowance for up to 1,550 residential units (300 of which units have been already developed on DD3 as an apartment complex known as Evolve South Bay), with 1,250 residential units permitted within PA1 (and potentially on PA2, though a Land Use Covenant for PA2 is presently being amended to prohibit residential uses thereon)[6] which would serve to

[6] This Land Use Covenant ("Covenant") would be made by and between Carson Reclamation Authority (the "Covenantor"), the current owner of the Property, and DTSC pursuant to Civil Code section 1471. DTSC may consider the LUC reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section 25260

bring needed housing to the City of Carson and assist the City with fulfilling its Regional Housing Needs Assessment (RHNA) requirements.

Consistent with the Flex District General Plan designation for the Specific Plan Area, this Specific Plan provides a maximum residential dwelling unit density of 60 du/ac in PA1 and PA2, or portions thereof, where residential is allowed, and in DD3. Densities above 60 du/ac and up to 80 du/ac are authorized by this Specific Plan only in PA1 and only upon a General Plan Amendment. Portions of PA2 can accommodate certain residential uses up to 60 du/ac in the northern portion of PA2 with issuance of an administrative permit and CEQA review as applicable. Residential uses are not permitted in PA3. (It should be noted that on the date this 2026 Specific Plan is approved, the LUC for PA2 may have been amended to prohibit residential uses.)

The intention is for a Ministerial Process with respect to Administrative Permit Issuance; however, a Director determination is required and if the applicable Administrative Permit requires discretionary action or further CEQA review, such actions will take place in accordance with the process outlined in Section 7.1.5, *Administrative Permits*, of this Specific Plan.

The unique mix of uses proposed by this Specific Plan would create a lively mixed-use setting that would serve as a signature project for the City of Carson and create an active environment to live and work.

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CHAPTER 3

Conceptual Land Use Plan

3.1 Introduction

This Specific Plan provides for a variety of land uses within the Specific Plan Area. The mix of land uses allowed herein includes approximately 711,500 sf of regional commercial and restaurant uses (within PA2); up to 1,550 residential units (300 units have already been constructed within DD3, and up to 1,250 units are allowed within PA1 and portions of PA2), approximately 1,567,090 sf of light industrial uses and ancillary office uses (within PA3); and 0.62 acres consisting of the Enhanced Parkway (within PA3).

The Conceptual Land Use Plan contained herein (and illustrated conceptually in Figure 4.1, *Conceptual Site Plan Illustrative*) is designed to accommodate these uses within three Planning Areas (PA1, PA2, and PA3) and Development District 3 (DD3) (refer to **Figure 3.1, *Planning Areas and DD3***). As noted previously, DD3 has been fully developed and built out with a 300-unit apartment complex known as Evolve South Bay. The PA1 and PA2 Planning Areas within the 157-Acre Site remain subject to the Mixed-Use Marketplace (MU-M) and Commercial Marketplace (CM) land use designations in this Specific Plan, respectively. This 2026 Amendment combines the prior PA3(a) and PA3(b) Planning Areas into a single PA3 Planning Area, which is governed in its entirety by the Light Industrial (LI) land use designation. The MU-M, CM, and LI land use categories are specifically tailored herein to allow for a variety of land uses with customized development standards.

Specific Plan Boundary (168 acres)
Planning Areas 1, 2, & 3 (157 acres)
Development District 3 Boundary (11 acres)
Torrance Lateral Drainage Canal
Planning Area 1
Planning Area 2
Planning Area 3
Embankment Lot (5 acres)

N
0 1,000
Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 3.1 Planning Areas and DD3

3.2 Specific Plan Amendment Objectives

The following is a list of objectives that apply to the development authorized by this Specific Plan Amendment.

1. Provide a diversity of both short-term and long-term employment opportunities for local residents by approving a development that will generate substantial construction work opportunities and long-term light industrial and commercial jobs.
2. Improve the housing stock by approving a development that includes a substantial residential component.
3. Provide a development that contributes to the creation of a vibrant urban core for the City of Carson and takes advantage of the Specific Plan Area's proximity to the San Diego Freeway (I-405 Freeway).
4. Develop the Specific Plan Area in a manner that enhances the attractiveness of the City of Carson's freeway corridor and the major arterials that adjoin the development.
5. Provide a development that includes a variety of residential, commercial, and retail uses with the potential to generate increased sales and property tax revenue.
6. Develop the Specific Plan Area with a balanced mix of land uses that stimulate economic activity, commerce, and new development opportunities in and around the Specific Plan Area.
7. Promote an economically viable development in the Specific Plan Area that will enable a future developer to pay for the substantial costs associated with environmental remediation and development of a former landfill, as well as construction and maintenance of required infrastructure improvements.
8. Improve the environmental health of the City by remediating and redeveloping a closed landfill.
9. Provide a development that is consistent with a live/work environment through uses that provide for residential occupancy, substantial job opportunities, and attractive retail amenities.

3.3 Planning Areas and Development District 3

As shown on Figure 3.1, the Specific Plan Area is divided into three "Planning Areas," PA1, PA2, and PA3, and a separate Development District, DD3 (DD3 has been previously developed as the Evolve South Bay Project). Allowed uses and development standards for each Planning Area and DD3 are dictated by their assigned land use designation (as described and defined herein).

The 157-Acre Site that constitute PA1, PA2, and PA3 are undeveloped but were used as a landfill site between 1959 and 1965 (known as the Cal Compact Landfill), prior to the incorporation of the City of Carson, for the deposition of waste/refuse from areas throughout Los Angeles County. Therefore, the 157-Acre Site has been subject to certain regulatory requirements, including, without limitation, those imposed by DTSC, which have required the performance of remedial activities on the site.

DD3 constitutes 11 acres located north of Del Amo Boulevard and was recently developed as a 300-unit apartment complex project known as Evolve South Bay and will continue to be designated as DD3 in this Specific Plan.

The exact location of uses within each Planning Area will be determined during the development review process to allow for flexibility.[7] The graphics contained herein illustrating the proposed location of buildings are for conceptual purposes only, to illustrate a likely development plan that can occur within the controls established by the development standards contained herein. It is anticipated that each development of a project within a Planning Area will require a specific site plan approved by the City that is consistent with the requirements herein. The following is a brief description of the conceptual uses proposed within the three Planning Areas and DD3.

3.3.1 Planning Area 1

PA1 comprises approximately 15 acres located north of Lenardo Drive and abuts the eastern edge of Main Street and the southern edge of Del Amo Boulevard (Figure 3.1). PA1 is designated for Mixed-Use Marketplace (MU-M) uses, which allows for residential uses or, with the approval of an administrative permit and CEQA review as applicable, commercial uses. Such commercial uses may be primary, not ancillary, to any residential uses. However, the MU-M designation is intended to enable integration of both residential and commercial uses (vertically and/or horizontally). For example, commercial uses such as a gym/health club could be located on the ground floor of PA1 with multifamily apartments on the floors above. Residential uses are not permitted on the ground floor of any project development within PA1 but may be located above a non-residential use or parking garage located on the ground floor. The MU-M designation does not, however, require a mix of uses and PA1 could be dedicated entirely to residential or commercial uses as allowed by the MU-M designation. Residential density is authorized up to 60 dwelling units per acre (du/ac) by right, and up to a maximum of 80 du/ac with a General Plan Amendment, which would allow for a maximum of 1,250 residential units in PA1.

3.3.2 Planning Area 2

PA2 is comprised of approximately 46 acres with its primary frontage running along the I-405 Freeway (Figure 3.1). This area is adjacent to PA1 to the northwest, the I-405 Freeway to the east, and PA3 to the southwest. PA2 is designated for Commercial Marketplace (CM) uses and may contain any combination of commercial uses, including without limitation, regional commercial (which may include outlets), neighborhood commercial, restaurant, and entertainment and hospitality uses. In addition, portions of PA2 can accommodate certain residential uses up to 60 du/ac in the northern portion of the Planning Area with issuance of an administrative permit and CEQA review as applicable.[8]

To date, some of the required environmental remedial phase work has been completed for PA2 with approximately 6-18 months remaining to complete the required remediation activities once they re-commence.[9]

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[7] The Community Development Director is authorized by administrative permit to approve a minor change, deviation, or modification to the Specific Plan to allow the following: Expansion or reduction of the net acreage covered by a given Planning Area within the Specific Plan Area by a maximum of 10 percent (and accompanying expansion or reduction of the net acreage covered by a given Land Use Category).

[8] Residential uses are only permitted for the northernmost portion of PA2, as shown in Figure 6a, *Permitted Residential Areas*.

[9] Refer to The District at South Bay Specific Plan 2021 Project Draft SEIR Project Description, Section II.F, *Remediation Activities*, for a description of these improvements.

Within PA2 exists an "embankment lot", which is comprised of a 5-acre strip of land, along the I-405 Freeway between the freeway and the commercial uses on PA2 (as shown on Figure 3.1). The embankment lot provides a location for future freeway signage which would accommodate both on-site and off-site advertising.

3.3.3 Planning Area 3

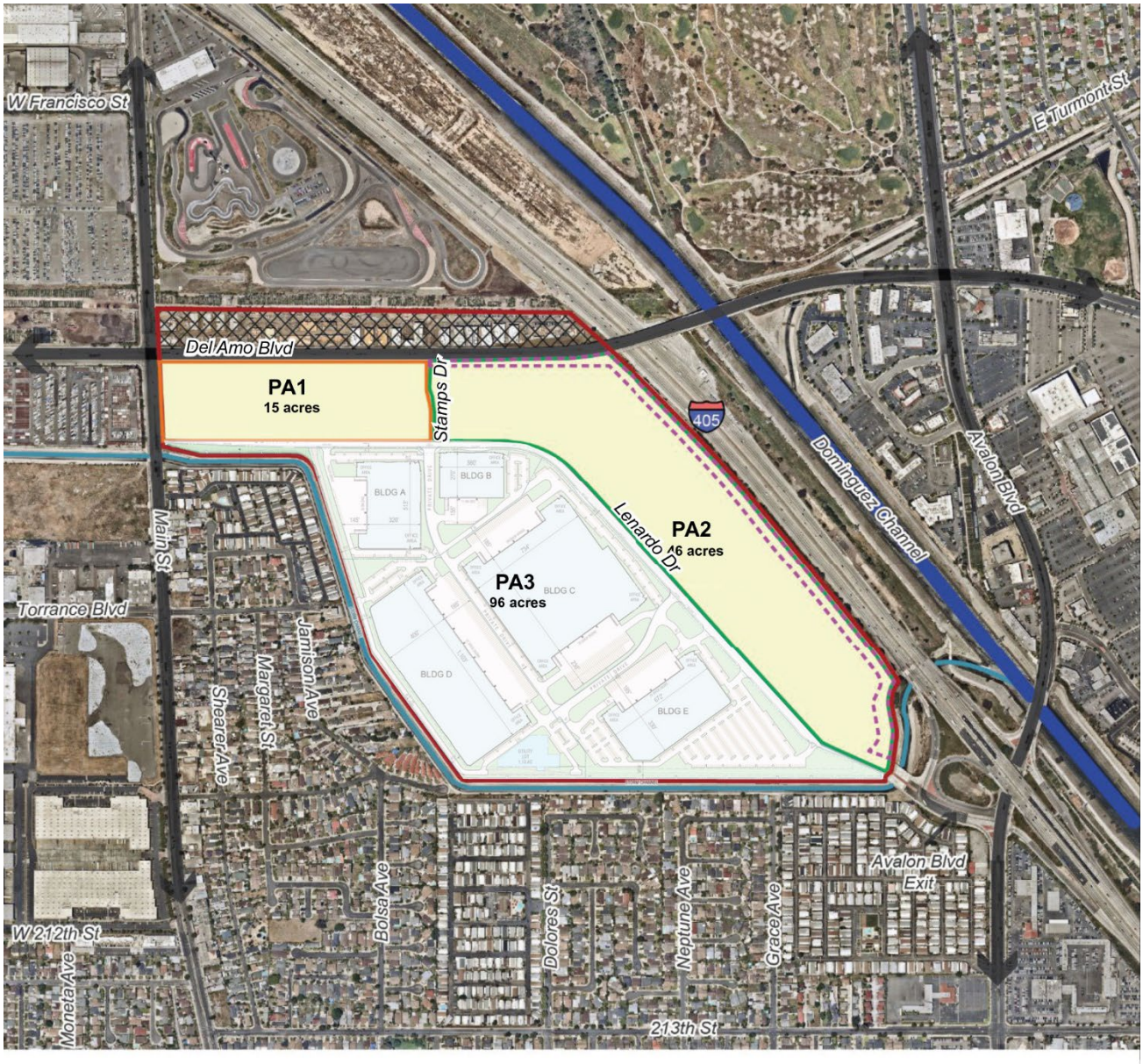
PA3 constitutes approximately 96 acres and is bounded on the west and south by the Torrance Lateral, and to the north and east by Lenardo Drive (Figure 3.1). It comprises landfill Cells 3, 4, and 5 of the former Cal Compact Landfill.[10] Aside from the already-installed remedial improvements on Cells 3 and 5, no remediation activities have occurred in Cells 3, 4, and 5.

As part of the 2022 Amendment, PA3 was divided into PA3(a) and PA3(b), with PA3(a) including light industrial with supportive office uses and PA3(b) was envisioned to contain the Carson Country Mart. However, this 2026 Amendment is removing the Carson Country Mart and recombining the PA3(a) and PA3(b) Planning Areas to create a single PA3 Planning Area governed in its entirety by the Light Industrial (LI) land use designation.

Uses allowed within PA3 include approximately 1,567,090 sf of light industrial (LI) uses (along with ancillary office uses which would comprise up to approximately 75,000 sf) and would be contained in five buildings (Buildings A through E). Buildings A, B, and C, totaling 877,751 sf, are envisioned for e-commerce/fulfillment center facilities; Buildings D and E, totaling 689,339 sf, would be designated for distribution center/parcel hub uses.[11] An approximately 1-acre utility lot is also included in PA3 (as shown on Figure 5.16, *Storm Drainage Concept*). PA3 is also envisioned to include the Enhanced Parkway (described above). Figure 4.3, *Proposed Enhanced Parkway*, provides a concept illustrative of the Enhanced Parkway.

[10] A landfill cell is defined as a single, waste-holding unit within the larger landfill property.

[11] There is flexibility with respect to building use, between fulfillment and distribution, provided a determination is made that the use is within the scope of the approved 2022 SEIR.



Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

Planning Area 1

Planning Area 2

Planning Area 3

Embankment Lot (5 acres)

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 3.2 Planning Area PA 3

As noted previously, the exact location of uses within each Planning Area will be determined during the development review process to allow for flexibility. The graphics showing the proposed location of buildings contained within the 157-Acre Site (as shown on Figure 4.1, *Conceptual Site Plan Illustrative*) are for conceptual purposes only, in order to illustrate a likely development plan that can occur within the controls established by the development standards contained herein.

3.3.4 Development District 3

DD3 constitutes approximately 11 acres and is designated for Mixed-Use Marketplace (MU-M) uses. DD3 was not formerly used as a landfill site and thus, is unaffected by the land use restrictions and regulations imposed by DTSC (which apply to PA1, PA2, and PA3 since they comprise the former Cal Compact Landfill site). DD3 was included as a development district (i.e., DD1, DD2, and DD3) as part of a final environmental impact report (FEIR) that was approved in 2006. As noted above, DD3 has been developed as a 300-unit apartment complex known as Evolve South Bay. In 2017, the Evolve South Bay project was subject to site plan and design review and was ultimately administratively approved under the 2011 Specific Plan. The 300 unit Evolve South Bay project was developed in 2019.

3.4 Specific Plan Land Use Categories

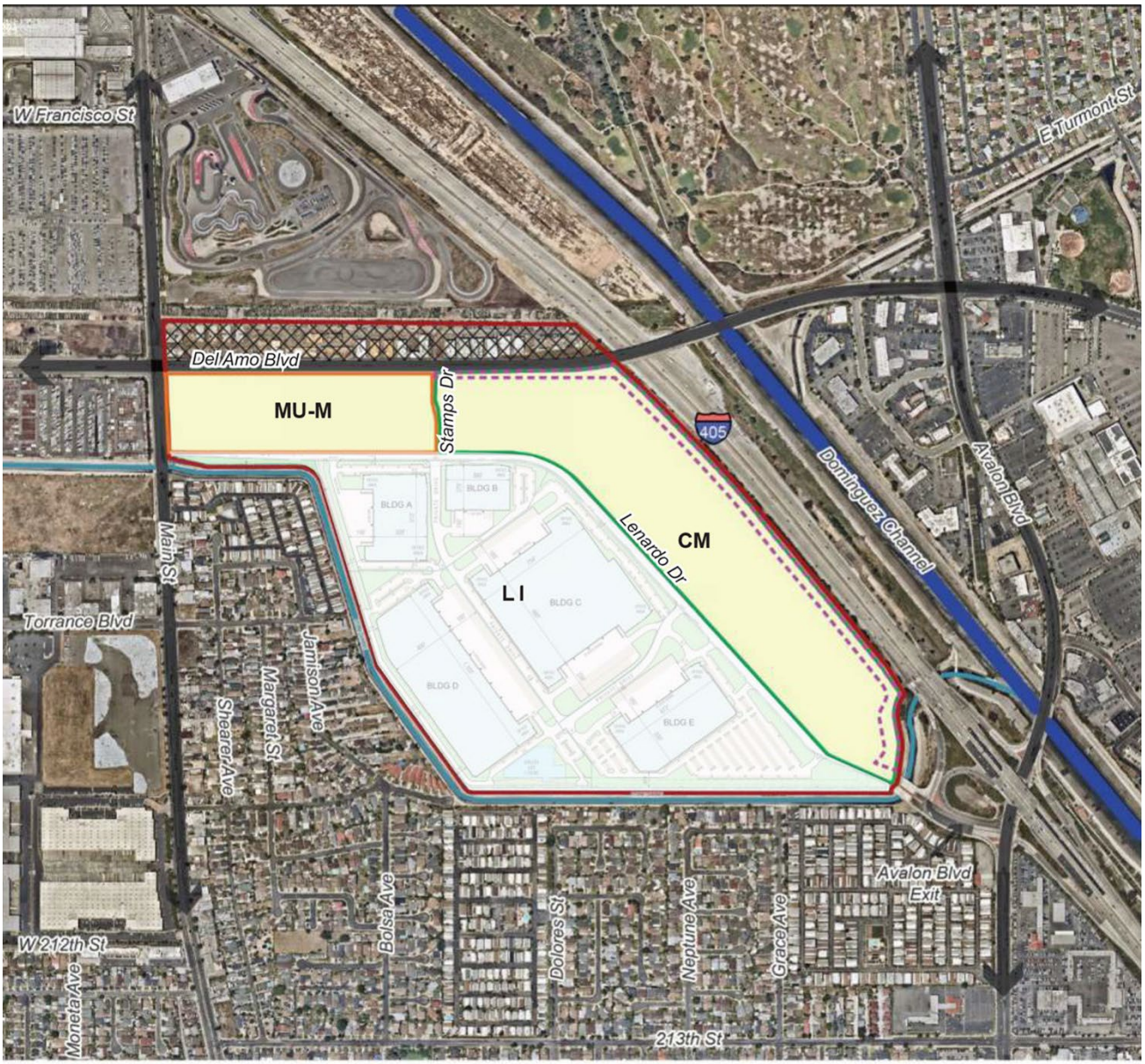
The following includes a brief description of each land use category allowed under this Specific Plan Amendment and the location of each land use by Planning Area. An illustration of the land use categories is provided in **Figure 3.3, *Specific Plan Land Use Categories***.

3.4.1 Commercial Marketplace (CM)

This land use category allows for a range of commercial uses intended to serve a broad population base and offer a wide range of services to both the local community and the surrounding region as a whole. Typical uses in this land use category include regional commercial uses such as retail outlets, major department stores and promotional retail-type stores, smaller neighborhood commercial uses, food and beverage uses, grocery stores, passive and active spaces, programmed areas, open space and park/community amenity areas, and event/performance spaces. Additional uses include commercial recreation and entertainment uses (such as movie theaters and arcades), hotels, restaurants and highway-oriented and smaller neighborhood retail and service uses. Residential uses with densities of up to 60 du/ac are permitted in portions of PA2, as shown in Figure 6.1, *Permitted Residential Areas*, with the approval of an administrative permit and CEQA review as applicable. The densities and intensities will vary within this land use designation based on proposed uses. However, the maximum overall floor area ratio (FAR) allowed for commercial uses established pursuant to this land use category shall be 0.5 FAR. Except as otherwise noted,[12] the uses permitted in this land use category are allowed in PA2.

The density and floor area limitations established pursuant to this Specific Plan Amendment shall be calculated separately for each Planning Area and construction of residential units will not reduce commercial square footage allocated to such Planning Area, and construction of commercial uses will not reduce permitted residential unit counts.

[12] Refer to Table 6.1, *Permitted Uses*, for a complete list of permitted uses in each Planning Area and DD3.



Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

Commercial Marketplace (CM)

Mixed-Use Marketplace (MU-M)

Light Industrial (LI)

N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 3.3 Specific Plan Land Use Categories

3.4.2 Mixed-Use Marketplace (MU-M)

The Mixed-Use Marketplace (MU-M) land use category solely applies to PA1 (and DD3 which has already been developed with the Evolve South Bay project), which allows for residential uses, and with an administrative permit and applicable CEQA review, provides for the allowance of commercial development. Commercial uses are intended to be vertically or horizontally integrated with the residential development. The MU-M land use designation does not, however, require a mix of uses and development can consist entirely of either residential or, with an administrative permit, commercial uses (whether the commercial use is mixed-use or standalone). The densities and intensities will vary within this land use designation based on actual uses proposed. Residential densities up to 60 du/ac are permitted by right, and densities up to 80 du/ac may be constructed in PA1 only, with the approval of a General Plan Amendment. In addition, stand-alone retail uses of greater than 50,000 sf are permitted in the MU-M category in PA1 only, with approval of an administrative permit and CEQA review as applicable.

3.4.3 Light Industrial (LI)

The Light Industrial (LI) land use category in this Specific Plan Amendment allows for distribution warehouses/centers, parcel hubs, fulfillment centers, logistics facilities, and e-commerce facilities within PA3, as well as ancillary office uses and associated parking for employees and trucks. This Specific Plan allows up to approximately 1,567,090 sf of LI uses within PA. The maximum overall FAR allowed for the LI uses established pursuant to this land use category shall be 0.5 FAR.

The LI land use category also includes the provision for a 0.62-acre Enhanced Parkway along Lenardo Drive that would include landscaping and a meandering walking path, west of the light industrial buildings on PA3 and east of Main Street.

3.5 Transfers of Residential Units

Table 4.1, *Land Use Summary: Planning Areas 1, 2, and 3, and Development District 3*, establishes maximum permitted residential unit counts, commercial marketplace, mixed-use marketplace and light industrial square footage within each Planning Area and DD3. In addition, this Specific Plan Amendment allows for transfers of the maximum allowable residential units between PA1 and the portions of PA2 where residential uses are permitted, with the approval of an administrative permit, CEQA review.

No transfers of residential units shall result in allowable residential densities exceeding 60 du/ac on PA1 or PA2, except that, on PA1, with a General Plan Amendment, residential densities of up to 80 du/ac are permitted within PA1.

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CHAPTER 4

Land Use Illustrative

In order to provide a conceptual representation of what could be developed under this Specific Plan, the following figures present conceptual drawings of building footprints and locations for each. It is important to note that the illustrative plans as presented in the figures contained in this document, are conceptual and the final development plans for each Planning Area may vary provided they comply with the regulations proposed herein, as further described in Section 1.3, *Authority to Prepare Specific Plan*. The development standards and guidelines allowed within the Specific Plan Area under this Specific Plan (discussed in Chapter 6, *Development Standards*) permit a range of uses and intensities.

Table 4.1, *Land Use Summary: Planning Areas 1, 2, 3, and Development District 3*, provides a summary of the permitted mix of land uses and establishes maximum allowed development for the Specific Plan Area, summarized by each Planning Area and DD3. The permitted mix of uses is subject to the ability to transfer residential units as noted in Section 3.5, *Transfers of Residential Units*.

Figure 4.1, *Conceptual Site Plan Illustrative*, presents a conceptual site plan for each Planning Area and DD3. The intent of the illustrative site plan is to provide for a conceptual development plan that includes a vibrant mix of residential, commercial, light industrial, and passive open space uses to further the goals and objectives of the City in activating the site, providing housing, employment opportunities, and a variety of other opportunities for residents and visitors to shop, dine, and recreate within the site.

Further to this, landscaping along Lenardo Drive would be improved to include the Enhanced Parkway in PA3, which would provide a convenient recreational area for the residents of PA1 and the surrounding community (**Figure 4.2, *Enhanced Parkway***).

TABLE 4.1
LAND USE SUMMARY: PLANNING AREAS 1, 2, 3, AND DEVELOPMENT DISTRICT 3

Land Use Type by Planning Area and DD3	Specific Plan Amendment Land Use Category	Maximum Units, Square Footage (sf)
Development District 3 (11 Acres)[a]		
Residential	MU-M	300 units
Planning Area 1 (15 Acres)		
Residential	MU-M[b]	1,250 units[c]
Planning Area 2 (46 Acres)		
Regional Commercial/Outlet	CM[d]	696,500 sf
Regional Commercial/Restaurant	CM[d]	15,000 sf[e]
Planning Area 3 (96 Acres)		
Light Industrial (Including Ancillary Office) (PA3)[f]		
Ancillary Office	LI	75,000 sf
E-Commerce/Fulfillment Center / Distribution Center/Parcel Hub	LI	1,492,090 sf
Enhanced Parkway	LI	27,500 sf
Totals		**2,278,590 sf of buildings** **27,500 sf of enhanced parkway** **1,550 residential units**

NOTES:

Variations in square footage and types of commercial uses and location and number of residential units in each Planning Area may occur at the time of final design, depending upon the product identified for ultimate development. Change of restaurant uses to regional commercial uses is permitted and change of commercial square footage to restaurant square footage is also allowed, subject to the approval of an administrative permit, and any further environmental review required under CEQA, as applicable.

Residential units may be transferred from PA1 to the portion of PA2 shown in Figure 6.1, *Permitted Residential Areas*, provided such transfer does not cause an exceedance of the allowable residential density under the General Plan or this Specific Plan, or the maximum unit count of 1,250 units. The transfer of residential units shall not require a corresponding decrease in maximum permitted commercial square footage.

[a] DD3 has been developed as a 300-unit apartment complex known as Evolve South Bay.

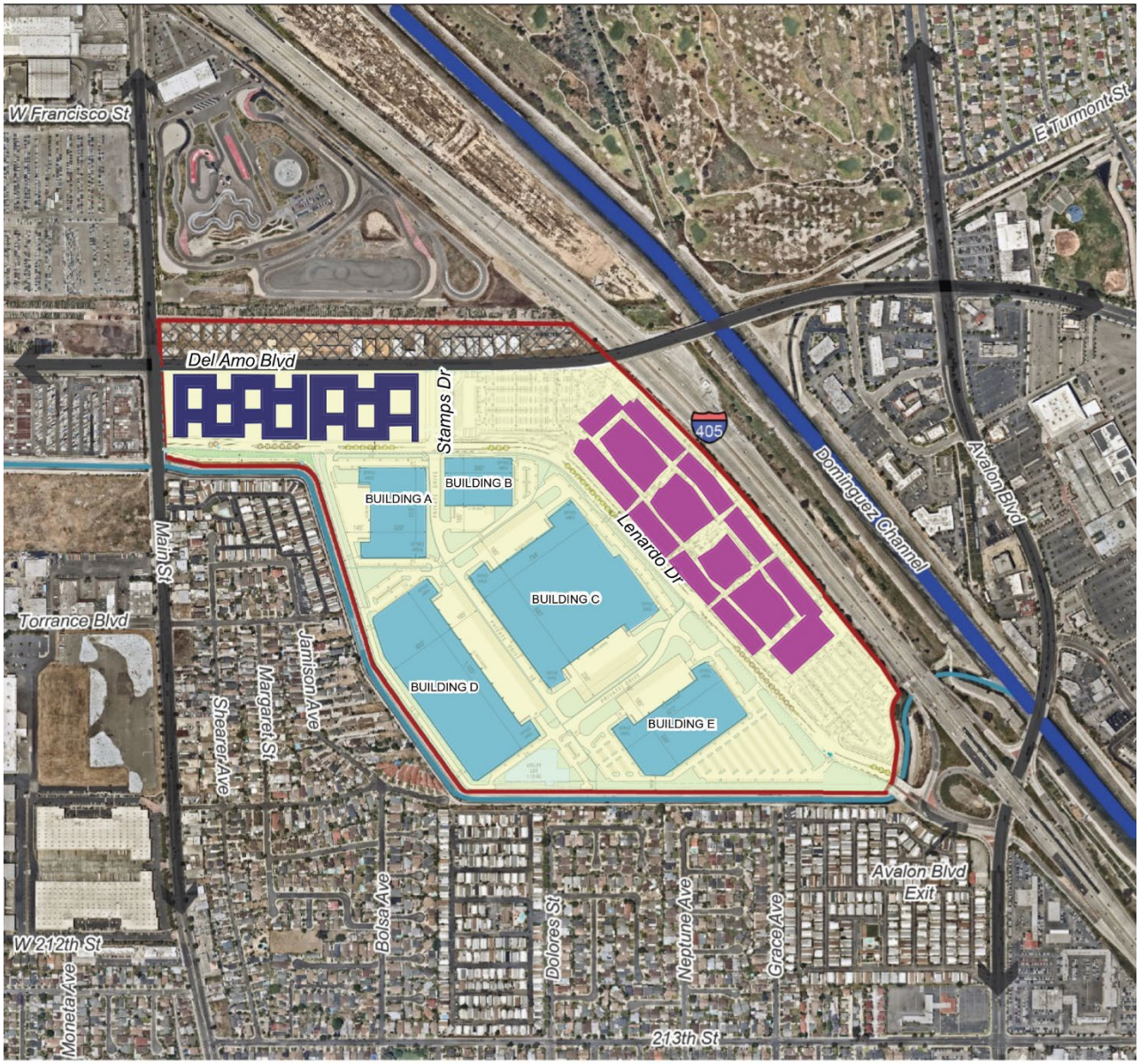
[b] PA1 is designated MU-M, which allows for residential or, with approval of an administrative permit and CEQA review as necessary, commercial uses.

[c] Residential uses in PA1 are permitted by right up to 60 du/ac, which would allow for 900 residential units. The remaining units (up to 1,250 residential units) can be constructed in PA1 with a General Plan Amendment to increase the maximum permitted dwelling unit density to 80 du/acre or can be transferred to and constructed in specific areas of PA2 (which is zoned CM) with an administrative permit, with CEQA review, as applicable.

[d] A variety of regional commercial uses is permitted in the CM land use designation, including outlet and restaurant uses.

[e] The 15,000 sf allocated for "restaurant" uses are intended to address full-service restaurant uses in PA2, if any. All other food service uses, including, without limitation, VIP lounges, food halls, kiosks, and similar food or beverage serving uses, shall be included in the gross building area (GBA) square footage for regional commercial established above for PA2.

[f] Note that this area shall include the landfill gas collection and control system (LGCCS), groundwater extraction and treatment system (GETS), and Landfill Operations Center (LOC) are located on an approximately 1-acre lot (the "utility lot") in PA3 (refer to Figure 5.16, *Storm Drainage Concept*), adjacent to the Torrance Lateral.



Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Torrance Lateral Drainage Canal

Light Industrial with Ancillary Office

Residential

Regional Commercial

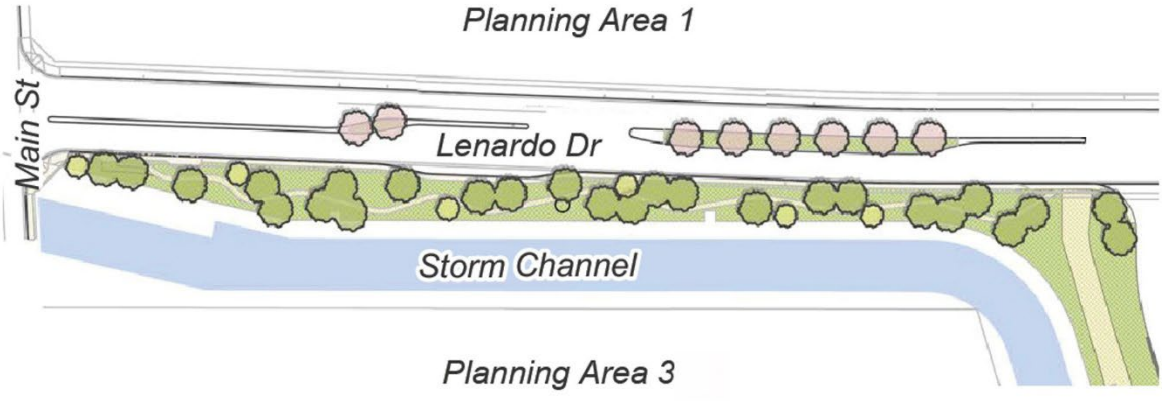
N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 4.1 Conceptual Site Plan Illustrative



SOURCES: RGA, AO, ESA, MBI 2026

NOTE: A transit center could potentially be provided on the Enhanced Parkway (refer to Figure 5.1). This is a graphic representation of a planning concept and is for illustrative purposes only. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 4.2 (Renumbered) Enhanced Parkway

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CHAPTER 5
Plan Elements

In addition to the land use plan previously described, this Specific Plan contains a number of additional elements such as circulation, open space and recreation, infrastructure and utilities, and public services which are critical to the success of any project development under this Specific Plan. These plan elements are discussed in this Chapter 5.

5.1 Circulation Concept

The circulation concept for this Specific Plan is an integral part of the overall land use plan and has been developed consistent with a number of circulation objectives of the City. Foremost among these are the following:

1. To reinforce and serve the land use concepts.
2. To provide adequate accessibility for internal and external trips by future residents, tenants, trucks, and visitors.
3. To provide a sufficient amount of convenient parking for the uses allowed hereunder for PA1, PA2, and PA3.
4. To provide opportunities for a variety of transportation and mobility options.
5. To provide an aesthetically pleasing environment while achieving the above objectives.

5.1.1 Regional Access

The San Diego Freeway (I-405 Freeway), Harbor Freeway (I-110 Freeway), Artesia Freeway (SR-91 Freeway), and Long Beach Freeway (I-710 Freeway) provide regional access to the Specific Plan Area. The I-405 Freeway is located adjacent to the Specific Plan Area's eastern boundary, the I-110 Freeway is located approximately 0.5 miles west of the Specific Plan Area, and the SR-91 Freeway is located approximately 2.5 miles north. The I-710 Freeway, which is located on Carson's eastern boundary, links Carson with the City and Port of Long Beach, whereas the I-110 Freeway provides direct access to the City and Port of Los Angeles. Locally, access to the Specific Plan Area is available via Main Street (a north–south thoroughfare on the western side of the Specific Plan Area), Avalon Boulevard (an exit from the I-405 Freeway and a major north–south arterial), and Del Amo Boulevard (an east–west arterial that bisects the northern portion of the Specific Plan Area).

The Avalon Boulevard/I-405 Freeway interchange was improved following the approval of the 2006 Carson Marketplace Specific Plan and provides direct access to the Specific Plan Area and the areas surrounding it. Interchange improvements included: (1) the extension of Lenardo Drive to Avalon Boulevard (with final improvements to Lenardo Drive currently in process), (2) realignment and reconfiguration of the I-405 Freeway southbound on- and off-ramps, (3) a new I-405 Freeway southbound on-ramp that serves as the east leg of the new Avalon Boulevard/Lenardo Drive intersection, and (4) reconfiguration of the I-405 Freeway northbound off-ramp to allow left turns onto southbound Avalon Boulevard (the traffic signal located at the off-ramp is in the process of being activated).

5.1.2 Internal Circulation

Access to the Specific Plan Area and the proposed internal circulation system are shown on **Figure 5.1, *Vehicular Circulation Concept***. Internal circulation will be provided by two primary routes, Lenardo Drive and Stamps Drive, which continues as "Private Drive" south of Lenardo Drive providing local access to the light industrial uses. Lenardo Drive connects the Main Street entry with the Avalon Boulevard/I-405 Freeway entry. Stamps Drive begins at Del Amo Boulevard and ends at Lenardo Drive, before entering the light industrial uses. Lenardo Drive will be a public street and will retain a similar alignment to the original haul road. The alignment of Stamps Drive is an adaptation of the current roadway, which was originally a haul road for the Cal Compact Landfill. The portion of Stamps Drive north of Lenardo Drive and south of Del Amo Boulevard (also referred to as the "Del Amo Entrance") has been shifted west of the location shown in the 2018 Specific Plan; the new alignment corresponds to the location of the original haul road for the Cal Compact Landfill. This portion of Stamps Drive will be a public street, while the continuation of the roadway south of Lenardo Drive (the Private Drive) will be privately owned and maintained.

Vehicular access to the site, internal circulation, and parking lots should consider the following:

- Short-term parking for delivery of mail and small shipments shall be provided so as not to impede overall circulation.
- Shared access drives between adjacent parcels should be encouraged to minimize curb cuts, where feasible.
- Reciprocal access easements for vehicles, pedestrians, and shared parking facilities between adjacent uses should be encouraged, where feasible.
- The determination of adequate stacking for project entry driveways shall account for security gates, checkpoints, and guard shacks, if applicable.
- Conflicts between truck traffic and employee and visitor parking should be minimized by installing clear signage at proper locations.
- Site circulation and access shall allow for and facilitate emergency access to the site and all buildings.
- To prevent speeding and vehicular conflicts with pedestrians, extended lengths of drives aisles for straight sections of a parking lot should be avoided.
- Lots shall be accessed via public roads, private roads or access easements.

As indicated in **Figure 5.2, *Concept Circulation Sections***, diagrammatic circulation sections are set forth in **Figures 5.3 through 5.14**, depicting conceptual designs for Specific Plan Area entrances (see Figures 5.3, *Section A – Del Amo Entrance*; 5.9, *Section E1 – Lenardo Drive Entrance*; 5.10, *Section E2 – Avalon Boulevard Entrance*; and 5.14, *Section H – Main Street Entrance*), Del Amo Boulevard (see Figure 5.4, *Section B – Del Amo Boulevard*), certain portions of Lenardo Drive and Stamps Drive (see Figures 5.5, *Section C1 – Lenardo Drive without Multipurpose Trail*, and 5.6, *Section C2 – Lenardo Drive with Multipurpose Trail*), the Private Drive (Figures 5.7, *Section D1 – Private Drive without Parking*, and 5.8, *Section D2 – Private Drive with Parking*), the I-405 Freeway edge (see Figure 5.11, *Section F – Freeway Edge (I-405 Freeway/Specific Plan Area Interface)*), the adjacent slope of the Torrance Lateral (see Figures 5.12, *Section G1 – Channel-Adjacent Slope [Adjacent Residential/Specific Plan Area Interface – Condition 1]*, and 5.13, *Section G2 – Channel-Adjacent Slope [Adjacent Residential/Specific Plan Area Interface – Condition 2]*).

Each entry into the Specific Plan Area must be attractively landscaped (as further addressed in Section 6.4, *Landscaping*) and, with respect to the entrances along Stamps Dr. and Lenardo Dr., signed for automobiles, pedestrians, bicyclists, and truck access (to direct trucks to the appropriate truck routes). Tree wells may be added in the public rights-of-way of Main Street and/or Del Amo Boulevard at the discretion of the City Engineer and the Community Development Director.

The term, "parkway," as used in this Specific Plan, shall be defined as the distance between the front of curb and the property line, and may include sidewalks and walkways, landscaping, or both.

Access points into the Specific Plan Area would include the Del Amo Boulevard/Stamps Drive and Main Street/Lenardo Drive intersections, as well as the Avalon Boulevard exit from the I-405 Freeway. The primary ingress and egress location for DD3 is provided at the Del Amo Boulevard/Stamps Drive intersection, where the north leg of the intersection would provide for entry and exit.

While a conceptual circulation configuration has been provided (pursuant to Figures 5.1 and 5.2), the internal circulation system is subject to approval by the Community Development Director and City Engineer and will be finalized with the approval of development plans for each project within the Specific Plan Area. Subject to CEQA review if applicable, half-street improvements to Lenardo Drive and Stamps Drive may be approved by the City Engineer and the Community Development Director to allow for the phasing of the construction of the streets to accommodate the phased development of projects within the Specific Plan Area. The internal roadways, drive aisles, on-site intersection spacing, access openings, sidewalks, and pedestrian and bike paths shall be constructed pursuant to the standards set forth under this Specific Plan and in accordance with all City requirements (as approved by the City Engineer).

SOURCES: RGA, AO, ESA, MBI 2026

Figure 5.1 Vehicular Circulation Concept

Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Channel

(A) Del Amo Boulevard Entrance

(B) Del Amo Boulevard

(C1) Lenardo Drive without Multi-Purpose Trail

(C2) Lenardo Drive with Multi-Purpose Trail

(D) Private Drive

(E1) Lenardo Drive Entrance

(E2) Avalon Boulevard Entrance

(F) Freeway Edge (Commercial/I-405 Interface)

(G1) Channel - Adjacent Slope Condition 1

(G2) Channel - Adjacent Slope Condition 2

(H) Main Street Entrance

Note: The C1 street section shall be the typical street section for Lenardo Drive between Main Street and Stamps Drive. The C2 street section shall be the typical street section for Lenardo Drive between Stamps Drive and the Avalon Boulevard Entrance.

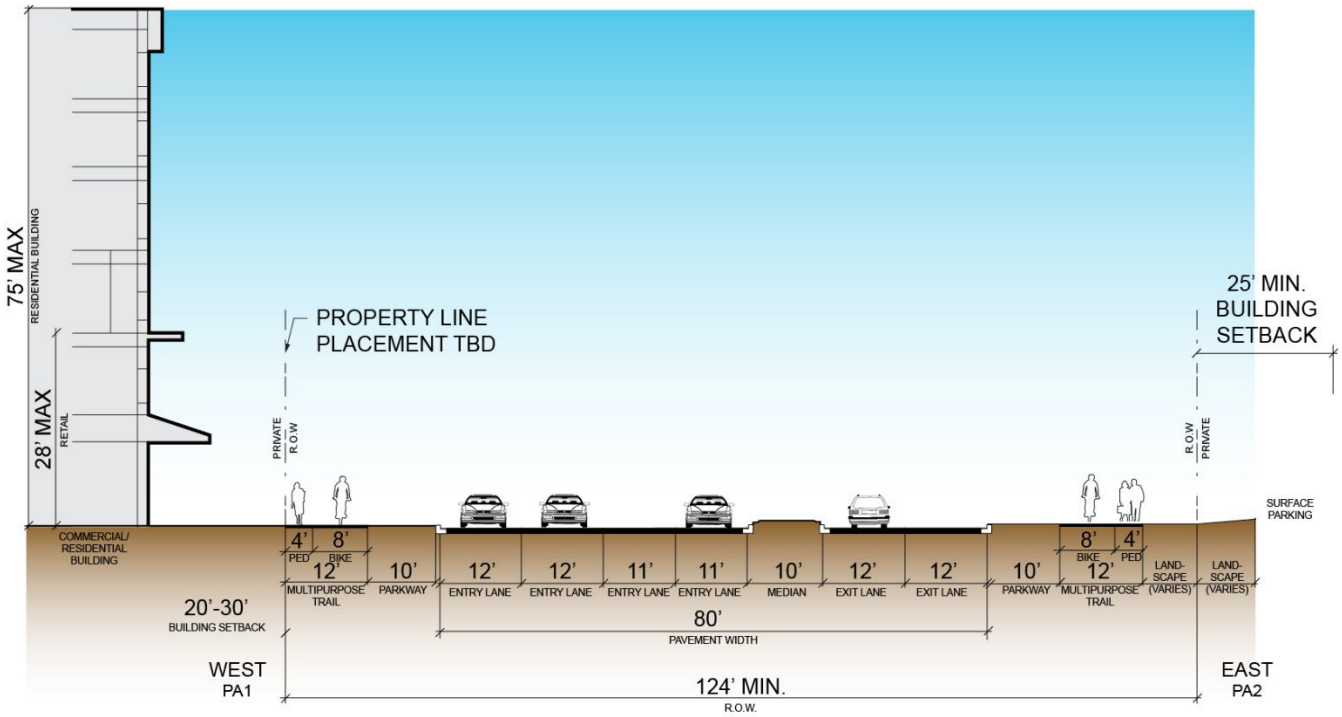
N

0 1,000 Feet

Note: This is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan and design review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 5.2 Concept Circulation Sections

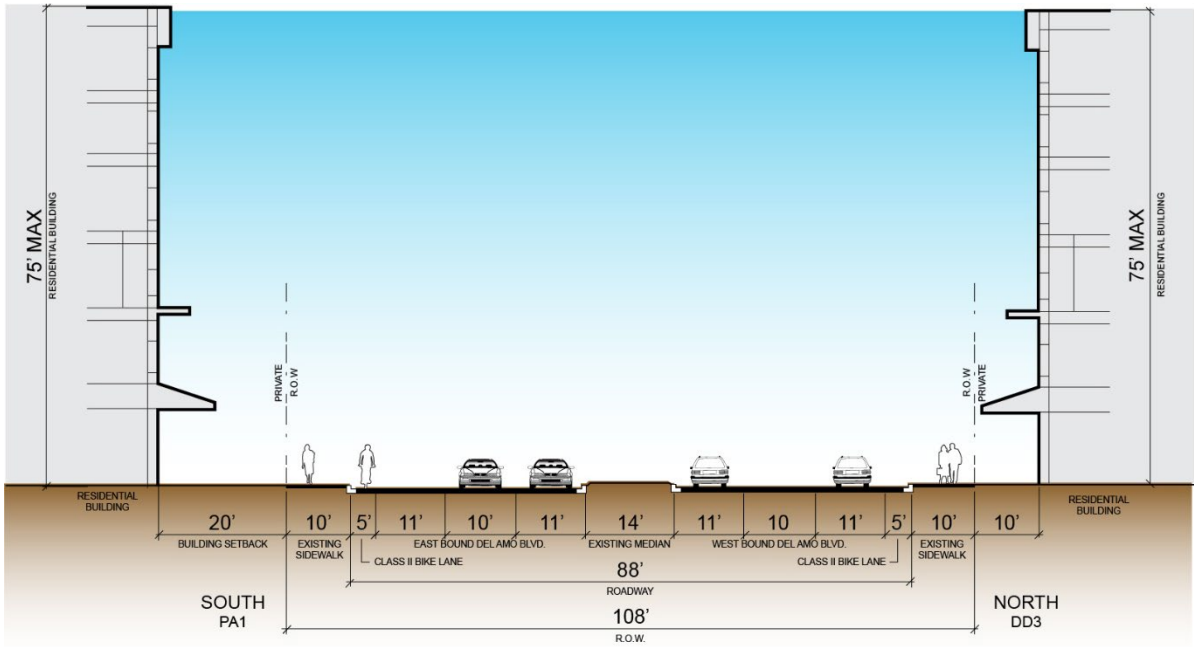


SOURCES: AO, ESA 2026

NOTES: The building setbacks of 20 to 30 feet vary according to the height of the building adjacent to the roadway. The setback is 20 feet for buildings up to 28 feet in height. For buildings above 28 feet in height, a 30-foot setback is required. Building heights refer to the base building height as defined in Table 6.2.

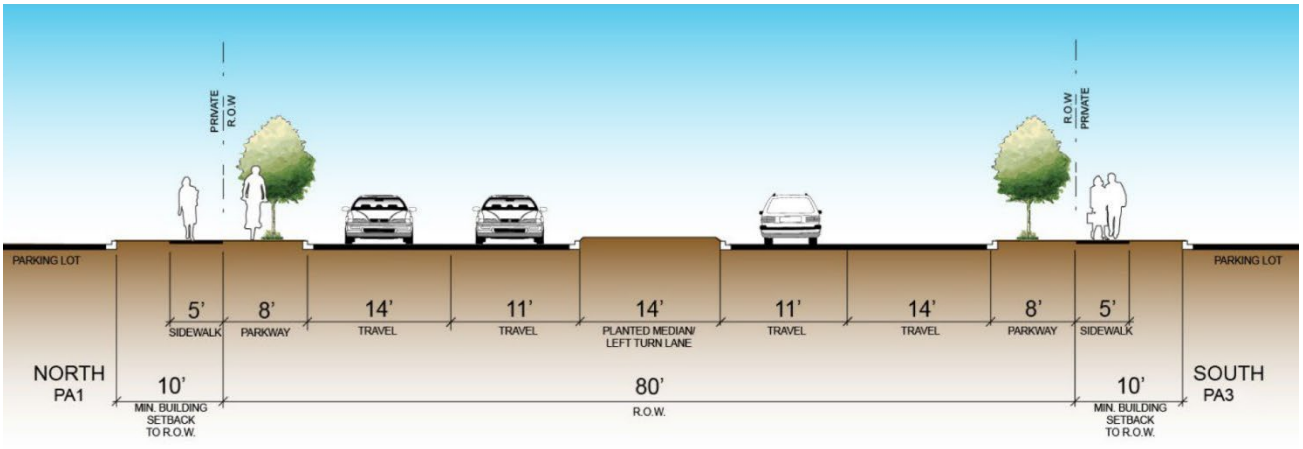
These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.3 Section A – Del Amo Entrance



SOURCES: AO, ESA 2026

Figure 5.4 Section B – Del Amo Boulevard

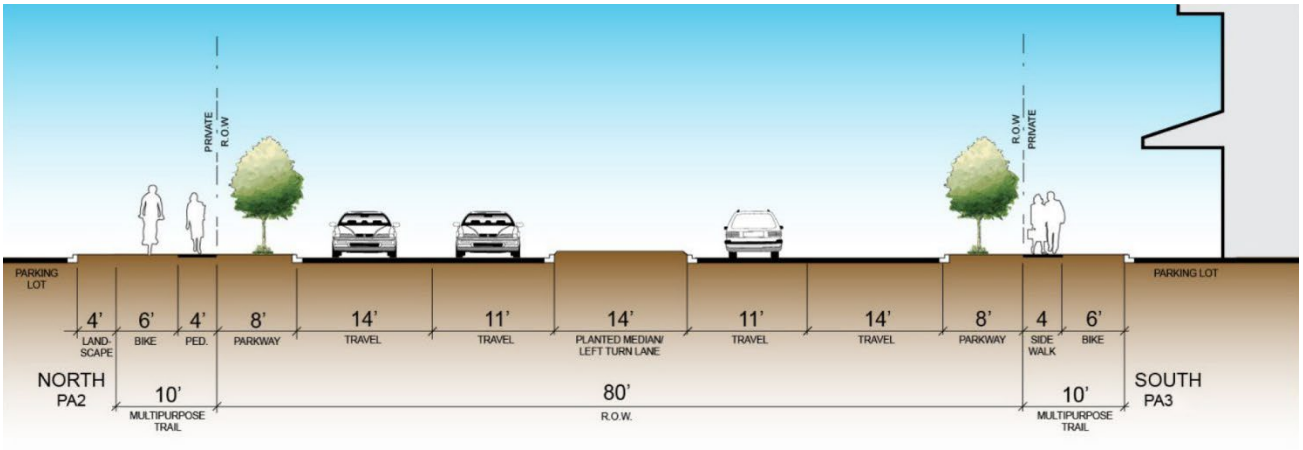


SOURCE: AO, ESA 2026

NOTES: When sidewalks and/or walkways are located outside the public rights-of-way, an easement may be required to allow for public access.

These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.5 Section C1 – Lenardo Drive without Multipurpose Trail

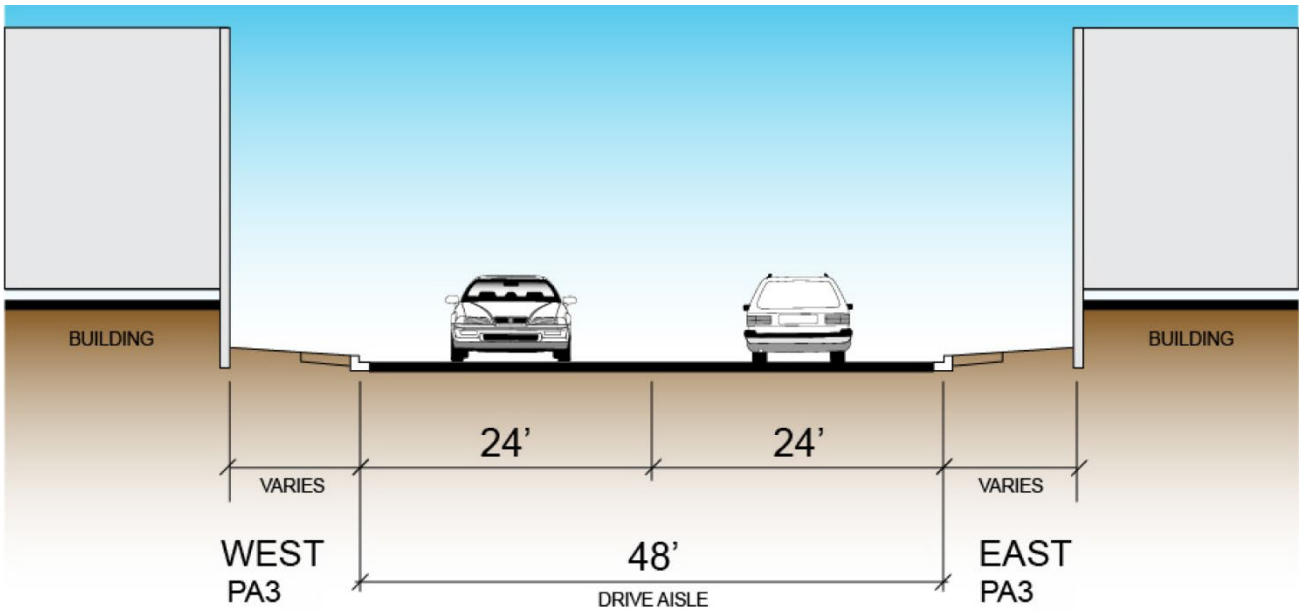


SOURCE: AO, ESA 2026

NOTES: When sidewalks and/or walkways are located outside the public rights-of-way, an easement may be required to allow for public access.

These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

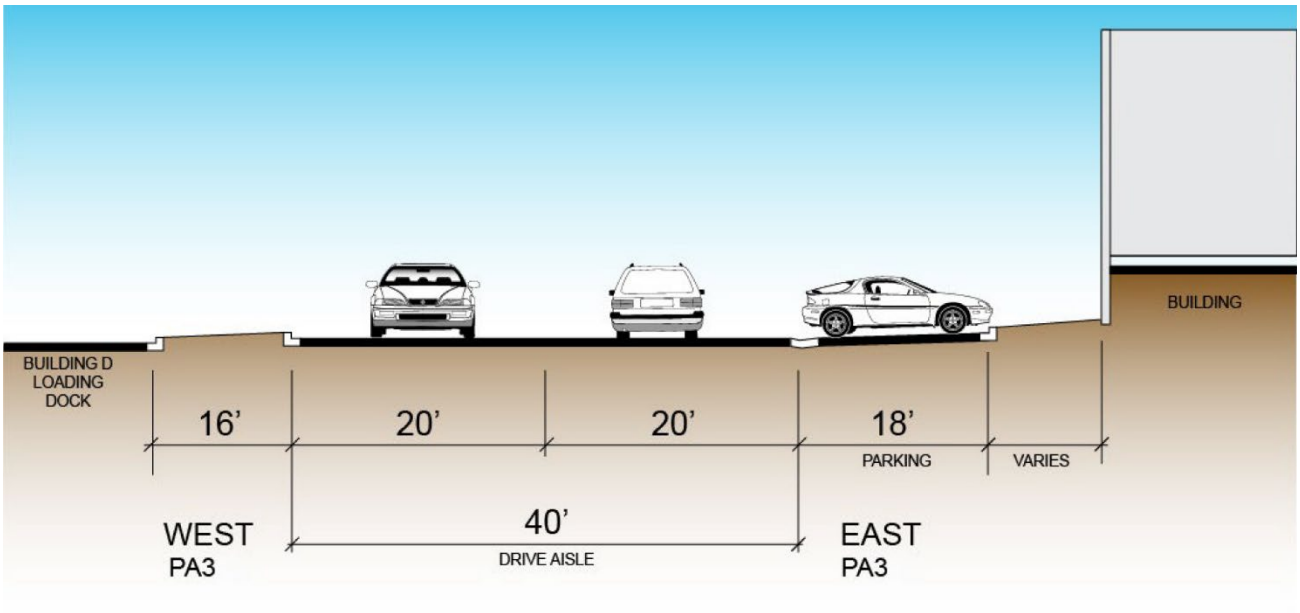
Figure 5.6 Section C2 – Lenardo Drive with Multipurpose Trail



SOURCE: AO, ESA 2026

NOTE: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

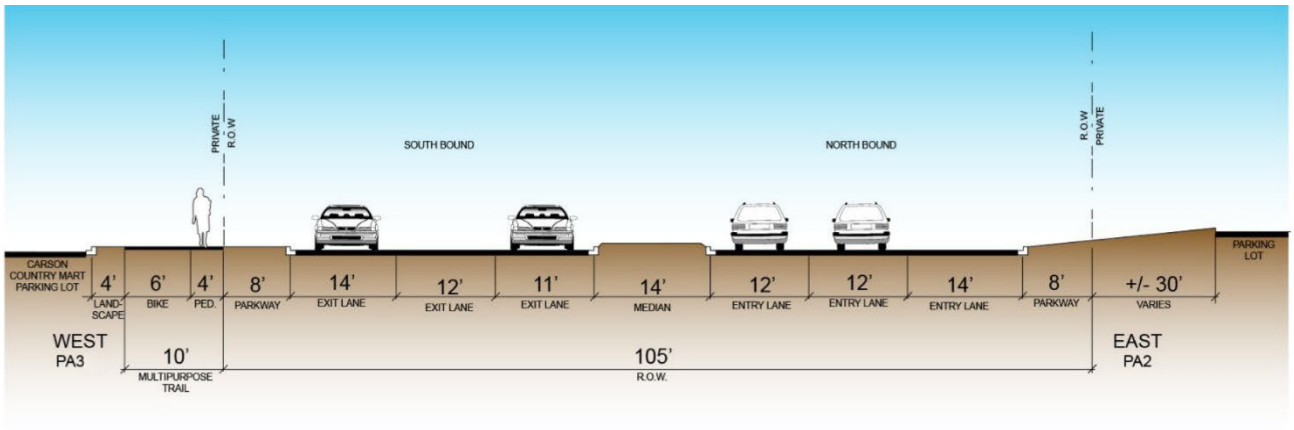
Figure 5.7 Section D1 – Private Drive without Parking



SOURCE: AO, ESA 2026

NOTE: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.8 Section D2 – Private Drive with Parking

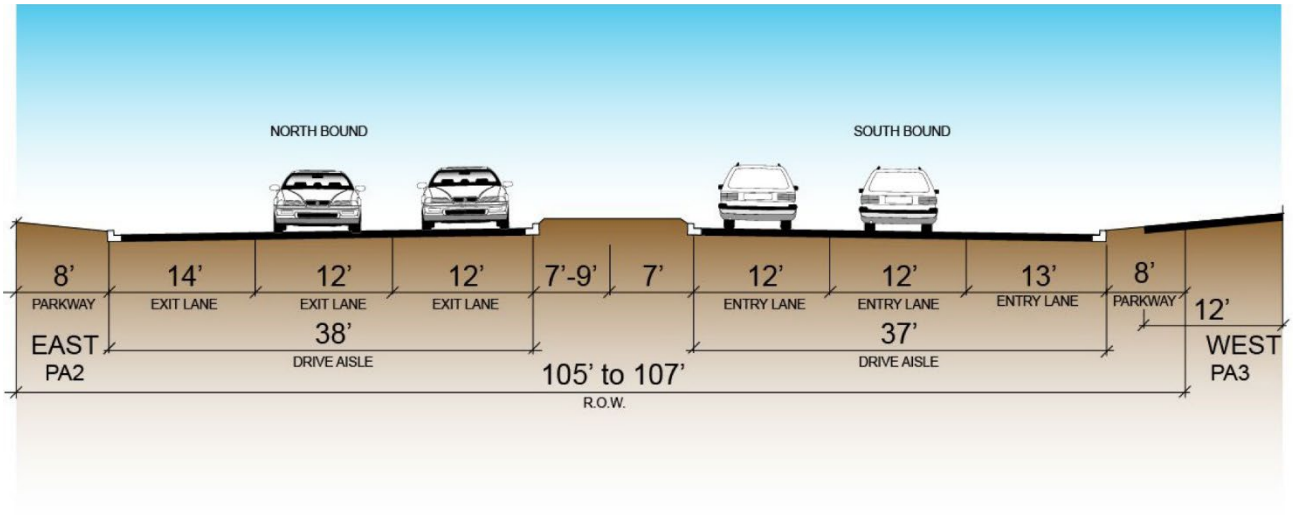


SOURCES: AO, ESA 2026

NOTES: When sidewalks and/or walkways are located outside the public rights-of-way, an easement may be required to allow for public access.

These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

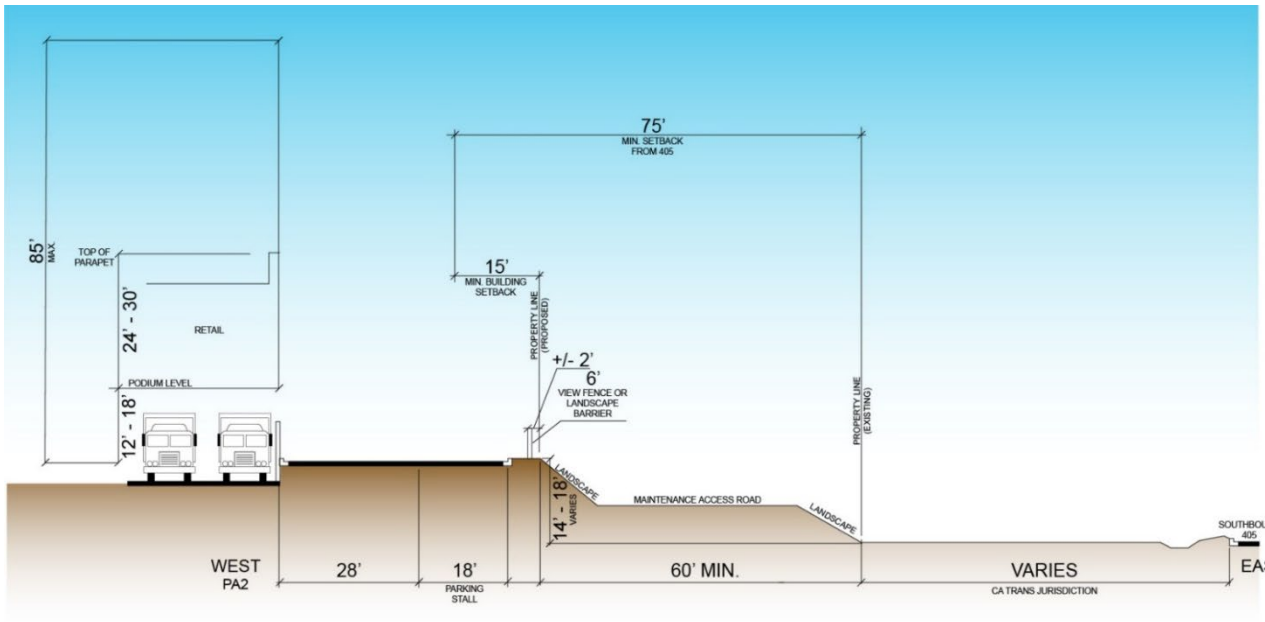
Figure 5.9 Section E1 – Lenardo Drive Entrance



SOURCES: AO, ESA 2026

NOTE: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.10 Section E2 – Avalon Boulevard Entrance

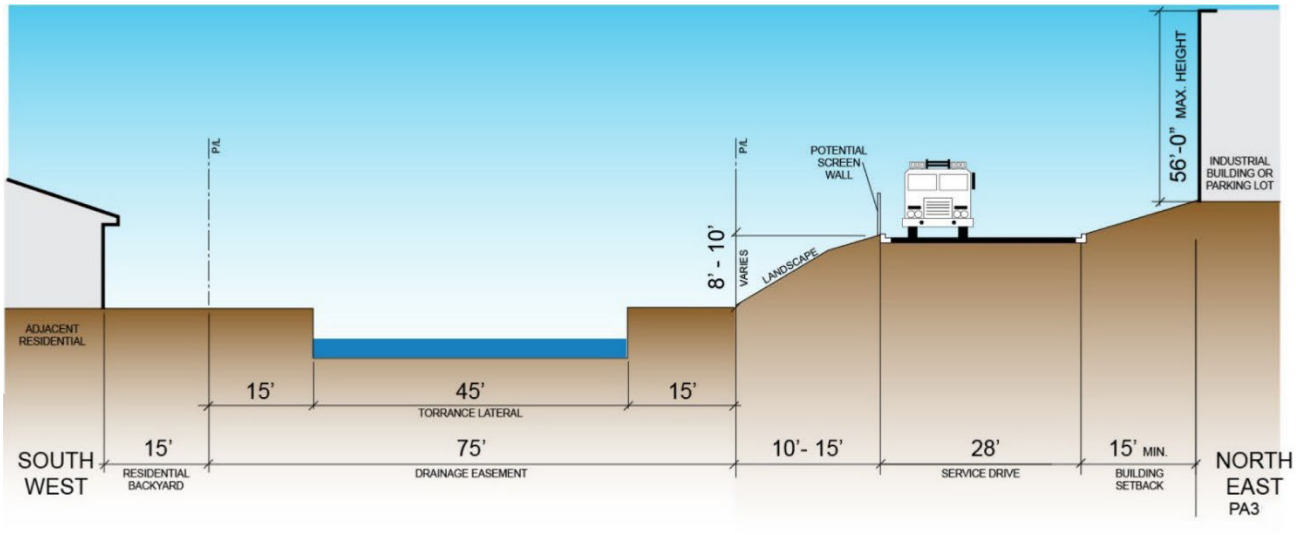


SOURCES: AO, ESA 2026

NOTES: Parking stall and 6-foot-high view fence or landscape screen presence vary according to location of section along freeway edge. Parking stall is optional. Refer to Figure 6.11, *Conceptual Sign Locations: Option A*, for potential perimeter wall, view fence, or landscape screen location.

These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

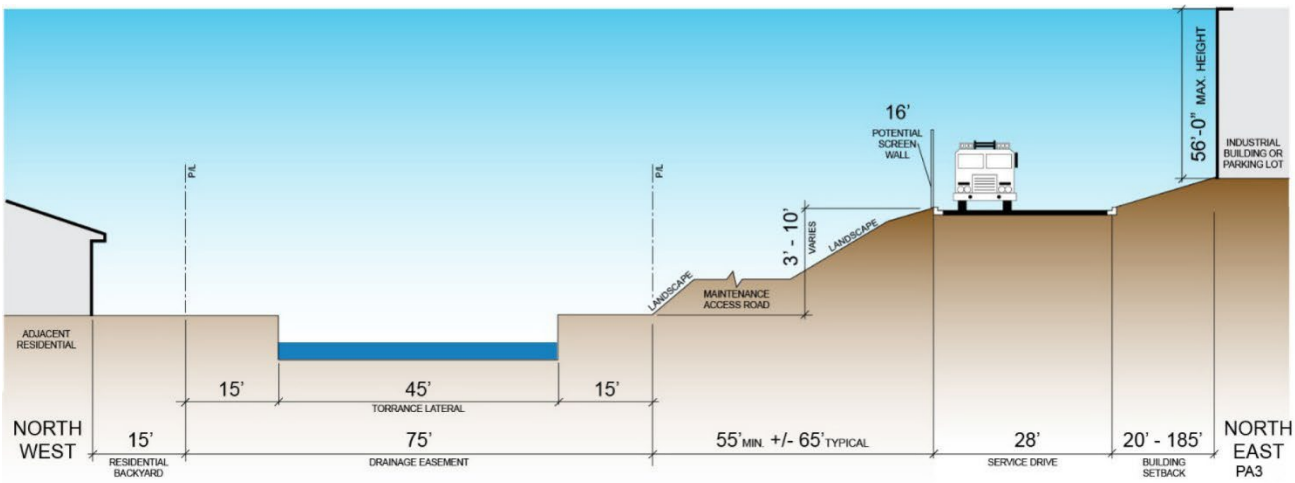
Figure 5.11 Section F – Freeway Edge (I-405 Freeway/Specific Plan Area Interface)



SOURCES: AO, ESA 2026

NOTES: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

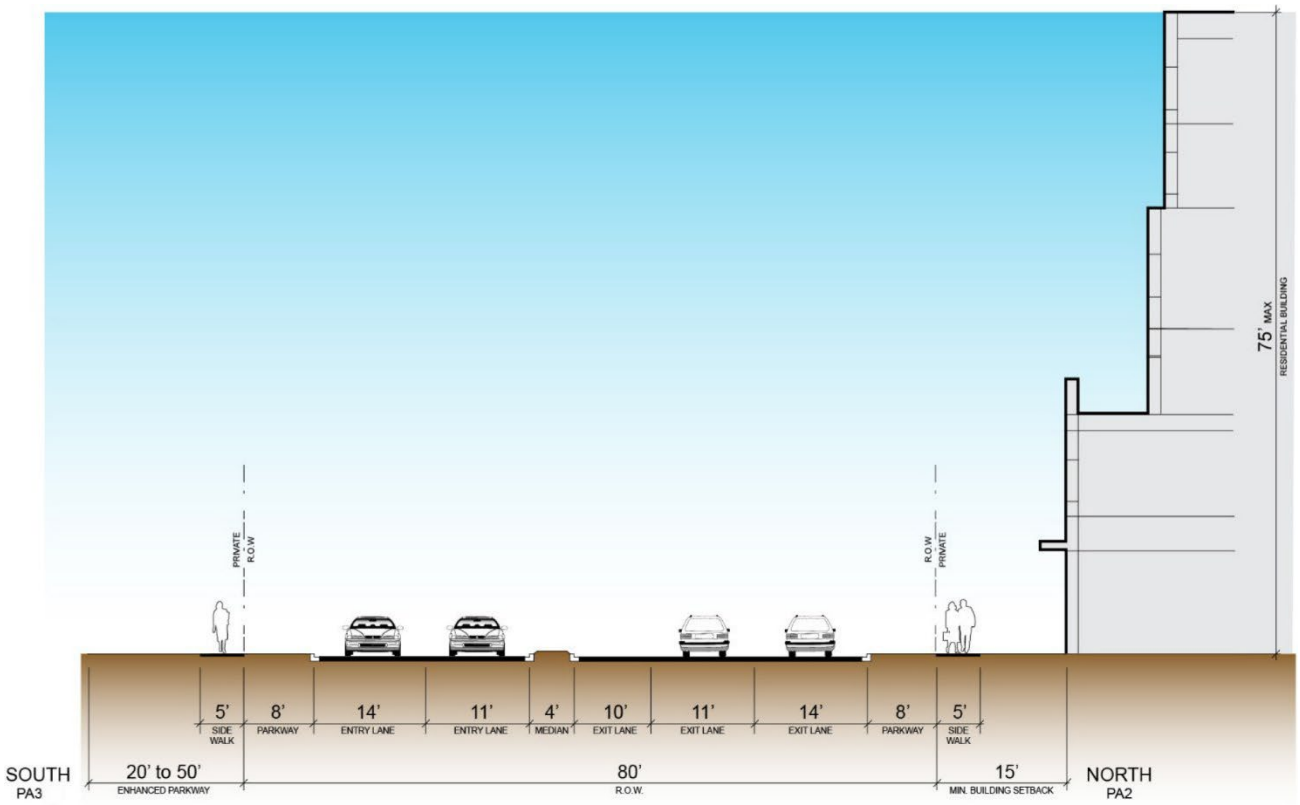
Figure 5.12 Section G1 – Channel-Adjacent Slope (Adjacent Residential/Specific Plan Area Interface – Condition 1)



SOURCES: AO, ESA 2026

NOTES: These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.13 Section G2 – Channel-Adjacent Slope (Adjacent Residential/Specific Plan Area Interface – Condition 2)



SOURCES: AO, ESA 2026

NOTES: When sidewalks and/or walkways are located outside the public rights-of-way, an easement may be required to allow for public access.

These street sections are a graphic representations of planning concepts. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations, and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

Figure 5.14 Section H – Main Street Entrance

5.1.3 Parking

The various uses allowed within PA1, PA2, and PA3 will be required to meet the parking standards specified in Chapter 6 of this Specific Plan. The number of parking spaces will be calculated using the parking ratios shown in Table 6.2, *General Development Standards*, of this Specific Plan. Parking will be provided through a combination of open surface parking and parking structures, with the structures having a maximum height limit of 50 feet, and parking under elevated podium (which shall not be subject to the 50-foot height limitation). A minimum width of 24 feet shall be provided for circulation aisles in all parking areas, unless larger aisles are required by the Los Angeles County Fire Department (LACoFD). A minimum width of 28 feet shall be provided for main entry aisles from the street(s) to satisfy LACoFD's access requirements to designated fire lanes, which shall also have a minimum width of 28 feet.

At least eight (8) percent of all at-grade commercial parking spaces shall be designated for carpool/vanpool and/or clean air vehicles.

As described in Table 6.2, shared parking is permitted to help maximize the efficiency of parking utilization within the site. Shared parking allowances between or among any Planning Areas, shall require a parking demand study approved by the Community Development Director, prior to issuance of a building permit.

5.1.4 Pedestrian and Bicycle Circulation

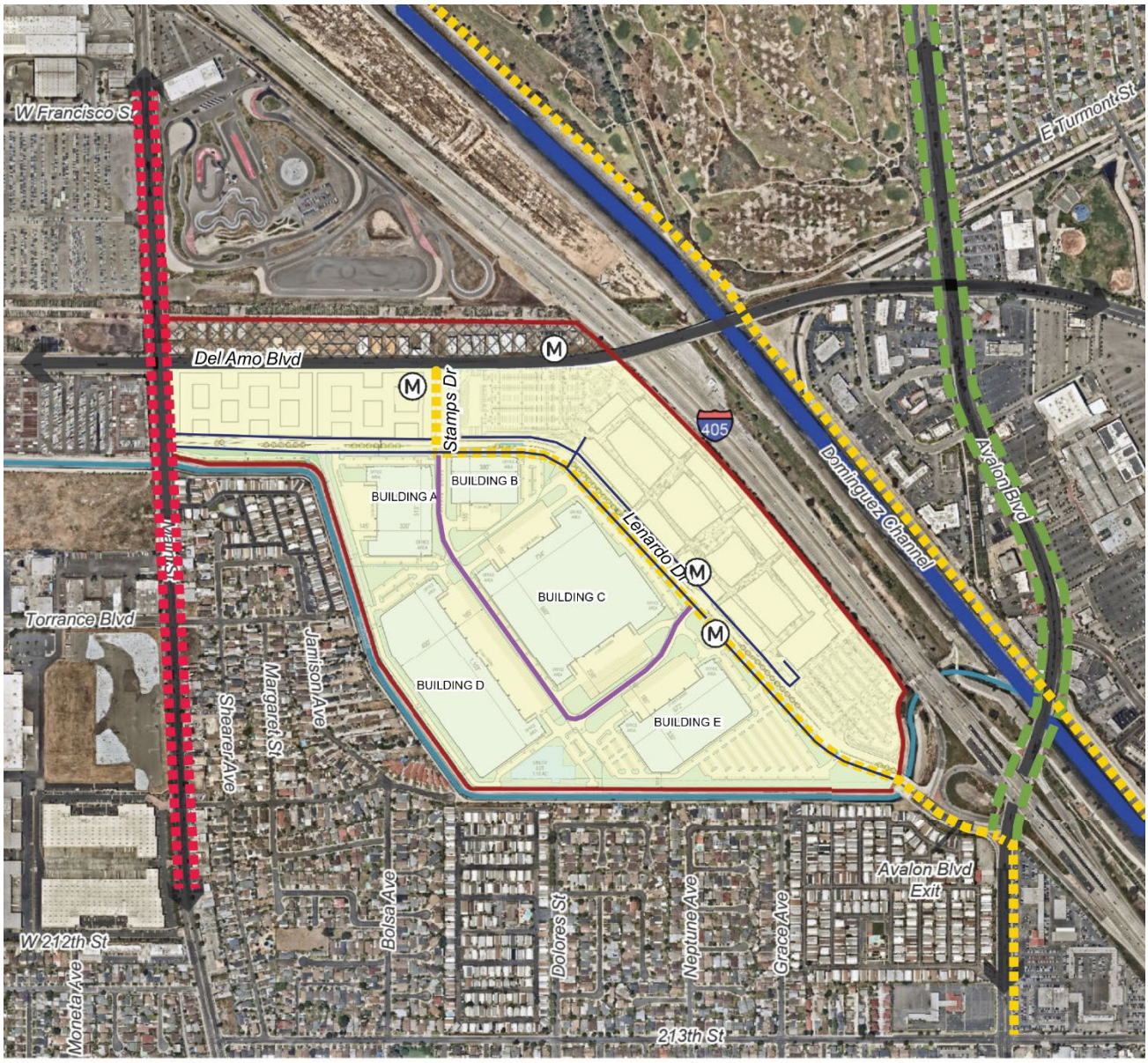
This Specific Plan intends to provide connectivity between the diverse uses within the Specific Plan Area for pedestrians and bicyclists. External bicycle access will be primarily from unbuffered bicycle lanes along Main Street and buffered and painted bike lanes on Del Amo Boulevard, while external pedestrian access will come from sidewalks on those same streets. A multipurpose path, which provides for concurrent, side-by-side use by both bicyclists and pedestrians, is proposed from Avalon Boulevard into the Specific Plan Area's southeastern entrance along Lenardo Drive. From the Avalon Boulevard entrance to its intersection with Stamps Drive, the multipurpose path will continue along the west side of Lenardo Drive, and pedestrian and bicyclist pathways within the multipurpose path internal to the 157-Acre Site will be divided using pavement striping/symbols for safety.

Internally within the 157-Acre Site, bicycle circulation is provided along Stamps Drive in the form of a multipurpose trail between Del Amo Boulevard and Lenardo Drive. From the intersection of Lenardo Drive/Stamps Drive to the Avalon Boulevard entrance, bike lanes are provided as part of the multipurpose trail described above.

Pedestrian circulation will be provided throughout the Specific Plan Area via sidewalks and pathways. In addition, the Enhanced Parkway proposed in PA3, includes an approximately 20- to 40-foot-wide parkway space including shade trees and native plantings, a meandering pedestrian pathway, and a sidewalk. The circulation system described herein is conceptual and flexibility is allowed to reduce or eliminate sidewalks and to vary the width of the landscape areas along Lenardo Drive and Stamps Drive. An at-grade pedestrian crossing shall be constructed across Lenardo Drive to facilitate pedestrian access between PA2 and PA3. The proposed traffic signal on Lenardo Drive midway between Stamps Drive and Avalon Boulevard will also provide safe pedestrian connectivity between PA2 and PA3. The routing of pedestrian and bicycle circulation is conceptually shown on **Figure 5.15, *Multi-Modal Circulation Concept***.

5.1.5 Public Transportation

Los Angeles County Metropolitan Transit Authority (Metro) Bus Route 246 is located along Avalon Boulevard, and Metro Bus Route 205 is located along Del Amo Boulevard east of Avalon Boulevard (as shown on Figure 5.14). The Specific Plan Area shall be designed to allow for at least four bus stops (two in each travel direction) to service the Specific Plan Area by Metro, as well as other transportation services including the Carson Circuit and Long Beach Transit. Conceptual locations of bus pull-outs, including the potential for a transit center within a portion of PA3, are shown on Figure 5.1.



Specific Plan Boundary (168 acres)
Planning Areas 1, 2, & 3 (157 acres)
Development District 3 Boundary (11 acres)
Torrance Lateral Drainage Canal
Bike Lane
Colored Buffered Bike Lane
Colored Bike Lane
Bike Path (Multi-Purpose Trail)
Road Diet
Primary Pedestrian Path
Potential Bus Pullout or Traffic Lane Bus Stop

N 0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 5.15 Multi-Modal Circulation Concept

5.2 Open Space/Recreation

The uses allowed under this Specific Plan provide for common and private open and recreation spaces within the Specific Plan Area to serve residents within the Specific Plan Area, Carson residents, and visitors to the site. Residents living within proposed development within PA1 should have access to the following potential amenities: pools, clubhouses, courtyards, lawn areas, and jogging paths. The requirements for common and private open spaces are listed in Table 6.2, *General Development Standards*.

Community amenity spaces are also important components for the commercial uses within the Specific Plan Area. Specific standards are outlined in Table 6.2 and in Sections 5.1.4, *Pedestrian and Bicycle Circulation*, and 6.3, *Publicly Accessible Private Open Space*, of this Specific Plan.

5.3 Public Services and Infrastructure

5.3.1 Police and Fire

Police services serving the Specific Plan Area shall be provided by the Los Angeles County Sheriff's Department. There is one existing Sheriff's Station located at 21356 South Avalon Boulevard in Carson. This station also provides police services for Torrance, Harbor City, and Rancho Dominguez. To ensure the safety of residents and patrons of The District at South Bay, private security services that coordinate with the Sheriff's Department will be provided for each development proposed within PA2 and PA3. As described in Chapter 7, *Implementation*, a public safety plan that addresses on-site security and staffing for the on-site security office (to be located within PA2) will be submitted for approval by the City, with consultation with the Los Angeles County Sheriff's Department, prior to the issuance of any building permit for vertical construction. Private security services may be provided on a Specific Plan Area–wide basis, by Planning Area, by each developer, or any combination thereof.

Security video cameras shall be installed throughout commercial developments within PA2 and PA3 with a digitally recorded feed to the on-site security office that is accessible via the internet at the Carson Sheriff's Station. Both a community policing plan and a private security plan shall be developed in coordination with the Sheriff's Department.

Fire protection services in the City of Carson are provided by Los Angeles County Fire Department (LACoFD). The Specific Plan Area is located within Division I of the Central Region in the Battalion 7 service area. There are six primary fire stations that provide both fire and emergency medical service in the City of Carson, with four of the stations located within the City of Carson's boundaries. The nearest response unit to the Specific Plan Area is Fire Station No. 36, located at 127 West 223rd Street, approximately 1.5 miles south of the Specific Plan Area. Other response units in the area include Station No. 127 at 2049 East 223rd Street, Station No. 10 at 1860 East Del Amo Boulevard, and Station No. 116 at 755 Victoria Street. Station No. 127 is located approximately 2 miles southeast of the Specific Plan Area, while the latter two stations are located approximately 2.4 miles from the Specific Plan Area.

5.3.2 Drainage

Permanent drainage systems for the 157-Acre Site will be designed to protect the landfill cap. In general, surface drainage from rooftops, parking lots, and hardscape and landscape areas will be picked up by inlets and conveyed to the existing Torrance Lateral owned by the Los Angeles County Flood Control District. Storm drainpipes will be sealed to reduce the potential for leakage and to prevent the migration of landfill gas. Surface water above the landfill cap will be conveyed to the backbone storm drain system and discharged into the Torrance Lateral. The quality of the water discharged into the Torrance Lateral will be maintained by the use of on-site filtering systems as designated in the Hydrology Report & Standard Urban Stormwater Mitigation Plan (2009 SUSMP). Development projects within the 157-Acre Site will also comply with the MS4 permit requirements through implementation of the 2009 SUSMP.

The existing storm drainage backbone infrastructure will be utilized, while some inlets, area drains systems, and permanent water quality best management practices will be installed during precise grading activities. Storm drainage systems will generally remain in their current location in utility corridors. Easements will be granted for those portions of these utility corridors that fall outside of public rights-of-way. The 157-Acre Site will be designed to avoid the placement of buildings over these utility corridors, where feasible.

Collectively, the LGCCS and GETS, along with a (partially constructed) Landfill Operation Center (LOC) are located on an approximately one-acre lot (the "utility lot") between Buildings D and E in PA3 adjacent to the Torrance Lateral. Access rights (via an easement) shall be given to the CRA in order to access the LOC. The utility lot is currently owned by the CRA and operated by the CRA. The GETS and LGCCS, including the flare stacks associated with the LGCCS, are fully constructed and operational. In addition, the slab for the LOC has been constructed. However, because there are more wells and piping to install, as well as the LOC building itself, the system itself is considered only partially constructed.[13]

A conceptual map of the drainage system and the utility lot is provided in **Figure 5.16, *Storm Drainage Concept***.

[13] In this Specific Plan, when the GETS, LGCCS, and/or LOC are mentioned, it is assumed that not all of the wells have been installed nor has the LOC building itself been completely built. When fully constructed, the LOC building would provide offices, system controls, and storage space.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 5.16 Storm Drainage Concept

5.3.3 Water and Sewer Systems

The local utility (Cal Water Service) will supply water to the Specific Plan Area (and currently serves Evolve South Bay). An existing 12-inch water main located in Main Street and a 16-inch water main located both on Del Amo Boulevard and Lenardo Drive will supply both domestic service (with individual meters) and fire protection to the development. Cal Water Service has indicated that no upgrades to off-site facilities are necessary to support the development within the 157-Acre Site.

Water for irrigation and proposed water features within the 157-Acre Site will come from reclaimed water, if feasible. The balance, if any, will be drawn from the domestic water system. A fire line serving the landfill operations center (LOC) has already been installed.

Domestic water infrastructure will be installed at the same time as street improvements are made. Connections to buildings for potable and fire protection water will be made prior to certificate of occupancy. Reclaimed water infrastructure will be installed with street improvements, as shown in **Figure 5.17, *Domestic and Reclaimed Water Concept***, and connected to the West Basin reclaimed water line.

The sewer system servicing the Specific Plan Area is owned and maintained by the Los Angeles County Sanitation District. For the Specific Plan Area, an on-site system will be designed to pick up sanitary flows from points of connection at each building to the existing 42-inch trunk sewer along Main Street. It is anticipated that the on-site sewer will be constructed with airtight joints to prevent the migration of landfill gas. Sewer infrastructure will be installed in connection with the construction of street improvements. Connections to buildings will be made prior to certificate of occupancy. Conceptual maps of the water and sewer systems are provided in Figure 5.17 and **Figure 5.18, *Sanitary Sewer Concept***.

Water and sewer systems will generally remain in their current location in utility corridors. Easements will be granted for those portions of utility corridors that fall outside of public rights-of-way. The 157-Acre Site will be designed to avoid the placement of buildings over utility corridors, where feasible.

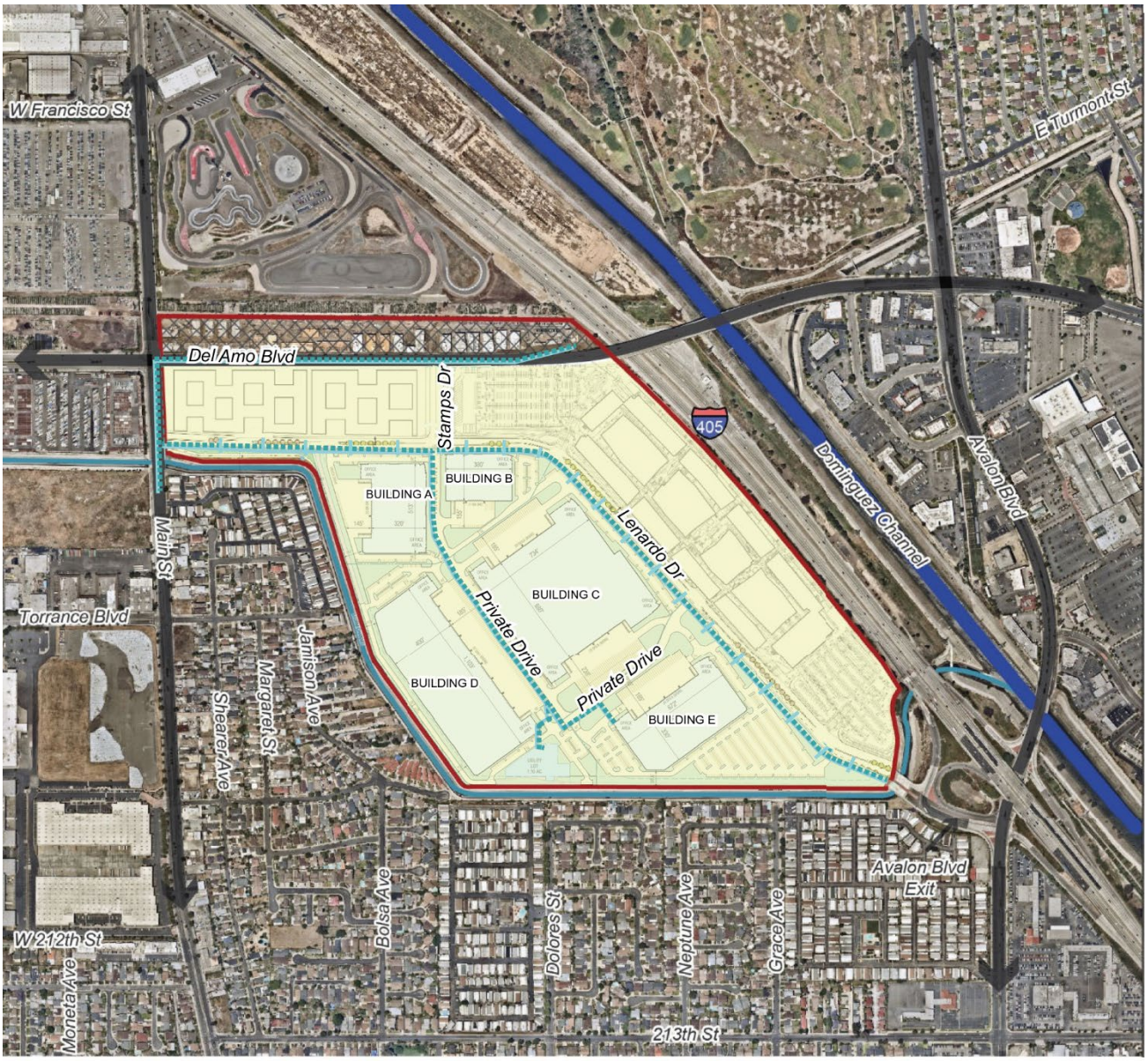
Specific Plan Boundary (168 acres)
Planning Areas 1, 2, & 3 (157 acres)
Development District 3 Boundary (11 acres)
Torrance Lateral Drainage Canal
Proposed Domestic Water Line
Existing Domestic Water Line
Proposed Reclaimed Water Line
Existing Reclaimed Water Line

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 5.17 Domestic and Reclaimed Water Concept



Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

Proposed Sewer Line

Existing Sewer Line

N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 5.18 Sanitary Sewer Concept

5.3.4 Electricity and Solid Waste

The Specific Plan Area may contain on-site electric distribution substations. Their precise locations will be determined upon the submittal of future tract maps and/or future building permit applications. Refer to Section 6.11, *Energy Conservation*, of this Specific Plan for additional guidance related to methods of energy conservation. If feasible, new utility lines will be placed underground unless such placement conflicts with the Remedial Action Plan (RAP) or is otherwise approved by the Director of Public Works.

The developers/operators of each Planning Area shall coordinate with the City's waste hauler or the collection, disposal, and recycling of solid waste. A comprehensive recycling plan shall be included with each development plan submittals prior to the City's issuance of a building permit approval. The comprehensive recycling plan shall consist of a construction debris recycling program and a general recycling program for residential, light industrial, and commercial uses including the separation of organic waste. The recycling program shall specifically require the incorporation of permanent, clearly marked, durable, source-sorted recycling bins for all structures. The bins shall be continuously maintained to ensure proper operation and adequate access.

Recycling will also extend to construction activities. All construction debris may be recycled in a practical, accessible manner, to the extent feasible, during the construction phase of any Planning Area. Compaction facilities for non-recyclable materials shall be provided for every occupied commercial and light industrial building greater than 20,000 sf in size to reduce both the total volume of solid waste produced and the number of truck haul trips required for collection, to the extent feasible. Trash compaction facilities may be provided in centralized locations for multiple commercial buildings. Alternative trash collection methods may also be used for retail and non-retail uses if approved by the waste management provider and the Community Development Director. The trash collection system must be approved by the Community Development Director prior to issuance of the first building permit for a commercial or light industrial building greater than 20,000 sf in size.

5.3.5 Grading, Subsurface Remediation, and Cap

Rough-grading operations on the 157-Acre Site will be performed in conjunction with the capping of the landfill that is part of the RAP, as modified by the 2011 Explanation of Significant Differences (ESD), and any other requirements for same imposed by DTSC.

The remedial actions to be implemented at the 157-Acre Site per the approved RAP, as modified by the approved ESD, are a combination of the following:

A. Construct a low-permeability cover system (cap) for the entire Cal Compact landfill site to contain the buried waste and the impacted soil on site. The cap shall be constructed after the application of pile driving and/or deep dynamic compaction (DDC) is completed, where necessary (see description below), to assist in settlement control and before the rough grading of the landfill site for development purposes. A portion of the cap was installed after the approval of the Carson Marketplace Specific Plan in 2009, but the cap was not completed in all areas of the Specific Plan Area.

B. Install a groundwater extraction and treatment system (GETS) along the down-gradient side of the landfill site to intercept/capture groundwater contamination coming from the landfill site. The perimeter GETS is intended to capture off-site migration of the groundwater contamination that exceeds the remediation goals. The GETS is fully installed and has been operational on the site since 2014.

C. Install a landfill gas collection and control system (LGCCS) within the Cal Compact landfill site boundary and beneath proposed occupied buildings within the waste zone. The landfill LGCCS will be used to minimize potential off-site migration and remediate potential impacts to on-site indoor/outdoor air quality in compliance with the relevant regulations. The landfill LGCCS (burner, backup carbon filters, and flare) has been constructed, and landfill gas collection wells have been installed on a portion of the landfill site. Additional elements of the landfill LGCCS, including additional collection wells, remain to be installed. The LGCCS system was designed to collect landfill gas (LFG) from the waste zone and condensate and deliver them to a Landfill Operations Center (LOC), which includes facilities for both LFG and groundwater treatment (refer to Figure 5.16).

D. Implement long-term monitoring of the groundwater and landfill gases.

E. Provide for long-term maintenance of the cap.

The RAP assumed that remediation activities would be completed for the entire 157-Acre Site at the same time. A phased remediation and occupancy plan was approved by DTSC[14] to allow vertical construction and occupancy on each Cell after it has been remediated, regardless of the stage of remediation on the other Cells. Phased occupancy is contingent on a cell-specific health risk assessment that would allow occupancy of the portions of the landfill site that have been remediated for the intended use/users.

The RAP and ESD specify the overall remediation and conceptual grading required for the 157-Acre Site. Actual grading plans may vary as required to be consistent with the actual site plan for each project development in conformance with grading guidelines contained in the County of Los Angeles Building Code, professionally accepted engineering practices, any site-specific recommendations of DTSC, and civil and geo-technical engineers licensed or registered by the State of California.

The LGCCS, foundation layer, and associated sub-drainage systems for the landfill cap, and the landfill membrane, all as required by the RAP and the ESD, will be installed and covered with material stockpiled on site, or with other suitable soil to construct the protective soil cover for the landfill cap. The grading plan for the foundation layer and soil cover will be informed by the site plan and development grading plan. When complete, the landfill cap will be at approximately rough development grade. Once the protective soil cover layer of the landfill cap is in place, the landfill site will be brought to design grades under a development grading plan to be approved by the County of Los Angeles.

The current DTSC-approved LUC, dated December 4, 2023, provides at section 4.4(a) that residential multi-family development is restricted to Cell 1 and the westernmost portion of Cell 2, which comprise portions of PA 1 and 2, respectively. As mentioned above, a new LUC is under review at DTSC that will likely prohibit any residential development in PA2.

[14] The development of the 157-Acre Site is subject to the terms and conditions set forth in a document entitled the *Revised Management Approach to Phased Occupancy* (DTSC Site Code 401716) , approved by DTSC on July 24, 2026 (the Revised MAPO).

CHAPTER 6

Development Standards

This section contains the development standards for the Specific Plan Area. Development standards are the regulations, requirements, and by-laws by which development must abide, and are indicated by the use of the word "shall." These standards are mandatory and typically concern topics such as permitted uses, density/ intensity, building and property dimensions, and the quantity of parking and landscaping. Provisions within these standards may also use the word "should," in which case the standard is encouraged but not mandatory.

6.1 Permitted Uses

Permitted uses, uses requiring a Conditional Use Permit or an Administrative Permit, uses Permitted under Specific Conditions, and prohibited uses within the Specific Plan Area are provided in **Table 6.1, *Permitted Uses***. This matrix organizes potential uses within each Planning Area and DD3. Those uses not specifically listed in the table are subject to review based on the consistency with the purpose and intent of the land use categories. The following additional special provisions apply:

A. An Administrative Permit shall be required for any proposed residential use located on PA2 and for transfers of residential units between Planning Areas where otherwise permitted by this Specific Plan.

B. Additionally, Site Plan and Design Review (also referred to as a Design Overlay Review [DOR]) shall be required as set forth in Table 7.1 and Section 7.1.6, in Chapter 7.

Of special note is the fact that at-grade residential uses are only permitted within DD3, as PA1, PA2, and PA3 occupy the former Cal Compact landfill site. Only elevated residential uses, which separate first-floor units from the ground level using at least one level of parking, retail uses, or other nonresidential space, are permitted in PA1 and portions of PA2 , as shown in **Figure 6.1, *Permitted Residential Areas***. Any additional residential uses within the 157-Acre Site will require DTSC approval. All residential use in PA2 will likely soon be prohibited under an amendment to the current Land Use Covenant (LUC) that is currently under consideration at DTSC. Restrictions on ground level residential uses are the result of DTSC regulations applicable to the Cal Compact landfill site.

Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

Planning Area 1

Planning Area 2

Planning Area 3

Residential Permitted (By Right or with Administrative Permit)

N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.1 Permitted Residential Areas

TABLE 6.1
PERMITTED USES

P = Automatically Permitted Use
A = Use Permitted with an Administrative Permit
PC = Use Permitted under Specific Conditions[a]
C = Use Permitted on Approval of a Conditional Use Permit[b]
— = Not Permitted

Land Use Designation	Typical Permitted Uses	Planning Area				
		MU-M	MU-M	CM	LI	
		DD3	PA1	PA2	PA3	
Retail						
Food Sales and Service and Eating and Drinking Establishments	Bar/night club/lounge serving beverages for consumption on premises	C	C	C	—	
	Restaurant (without alcohol)	A	A	P	—	
	Restaurant (with alcohol)	A	A	P	—	
	Beer Garden	—	—	—	—	
	Restaurant (with drive-in or drive-through)	A	C	—	—	
	Non-restaurant retail food services (including kiosks, food halls, refreshment stands, soda fountain)	A	A	P	—	
	Food catering (only direct retail sales or retail distribution)	A	A	P	—	
	Food store: supermarket, grocery, market	A	A	—	—	
	Member-invited VIP lounge with alcohol service	—	—	P	—	
	Café, retail bakery, pastry, candy, health food, and other similar foods/drinks (not supermarket or grocery)	A	A	P	—	
	Fast casual/quick service restaurant with take-out food (not drive-in or drive-through)	A	A	P	—	
Health	Medical or dental or optical office or clinic, public health center (with laboratory uses ancillary thereto)[d]	A	A	P	—	
	Pharmacy	A	A	—	—	
Office[d]	Business offices, including professional, financial, insurance, real estate, newspaper or publishing (no printing), travel/employment agency (or similar), security service, and similar services	A	A	P	P[e]	
Public Assembly and Entertainment	Arcade, pool hall, night club	—	—	C	—	
	Auditorium, meeting hall, event hall[f]	A	A	A	—	
	Community center, lodge hall, private club	A	A	P	—	
	Indoor golf range	A	A	—	—	
	Indoor theater (motion picture or live stage)	—	A	P	—	
	Outdoor theater (live stage, not a drive-in)[g]	C	C	—	—	
	Outdoor performances, concerts, and entertainment[g,h]	—	A	P	—	
	Single- or multipurpose recreation facilities such as golf range, ice skating, and bowling[h]	A	A	—	—	

TABLE 6.1
PERMITTED USES

P = Automatically Permitted Use
A = Use Permitted with an Administrative Permit
PC = Use Permitted under Specific Conditions[a]
C = Use Permitted on Approval of a Conditional Use Permit[b]
— = Not Permitted

Land Use Designation	Typical Permitted Uses	Planning Area				
		MU-M	MU-M	CM	LI	
		DD3	PA1	PA2	PA3	
Public and Quasi-Public Uses	Church, temple, or other place of religious worship[d,i]	A	A	A		
	Bus/shuttle station, fire/police station or ancillary office	A	A	P	A[j]	
	Post office, library, museum[d]	A	A	P	—	
Retail Sales and Services	Animal/pet retail uses (no animal hospital; kennel is allowed as an incidental use)	A	A	—	—	
	Auction house[k]	—	—	C	—	
	Barber shop, beauty shop, salon, manicure	A	A	P	—	
	Copying, address, graphing, mimeographing, photostatting, instant printing, photography, picture framing	A	A	P	—	
	Health club/gym	—	A[e]	P	A[e]	
	High-fashion/upscale previously owned clothing and accessories	—	—	P	—	
	Hotel	—	—	A	—	
	Locksmith, watch repair, small appliance repair, bicycle repair	A	A	P	—	
	Non-restaurant retail kiosks	A	A	P	—	
	Outlet retail	—	—	P	—	
	Parcel delivery service	A	A	P	—	
	Single-price overstock/discount stores	—	—	P	—	
	Specialized stores for apparel, household supplies, business supplies, promotional retail, service retail	A	A	P	—	
	Stand-alone or in-line retail stores	—	A	P	—	
	Tailor, dressmaker, seamstress, shoe repair	A	A	P	—	
	Upscale convenience store	—	A	P	—	
	Vehicle sales (ancillary service)	—	C	—	—	
	Vehicle sales (no service)[l]	—	C	P	—	
Studios	Motion pictures/movie studios/television studios	—	C	—	C	
Light Industrial Uses and Utilities						
Logistics Facilities	Distribution/parcel hub warehouses, high-cube warehouses, retail/e-commerce fulfillment centers, logistics centers, and associated ancillary auto and trailer parking	—	—	—	P	
Manufacturing of Products and Materials	Manufacturing of products and materials of non-hazardous products/materials[m]	—	—	—	C	

TABLE 6.1
PERMITTED USES

P = Automatically Permitted Use
A = Use Permitted with an Administrative Permit
PC = Use Permitted under Specific Conditions[a]
C = Use Permitted on Approval of a Conditional Use Permit[b]
— = Not Permitted

Land Use Designation	Typical Permitted Uses	Planning Area				
		MU-M	MU-M	CM	LI	
		DD3	PA1	PA2	PA3	
Utilities and Public Service	Public utility or public service uses, including but not limited to a landfill operation center and groundwater extraction and treatment system	—	A	A	P	
Residential/Mixed-Use						
Residential/ Mixed-Use	Adult care facility	—	A	—	—	
	At-grade apartments, townhomes, condominiums	P	—	—	—	
	Elevated apartments, townhomes, condominiums[n]	P	P	A	—	
	Live-work residential	A	A	A	—	
Parking						
Parking	Parking lot, parking building/structure or shared parking facilities associated with an approved use	P	P	P	P	
	Parking lot or structure – primary use	C	C	C	—	
Public/Private Park, Community Amenities, and Associated Uses						
Public Park	Park, playground	P	P	P	—	
Open Space, Community Amenities and Associated Uses	A variety of open space and community amenity uses such as gardens, dog park, nature park, plazas, children's play area, event lawn, pedestrian and bicycle pathways, performance pavilion, games terrace, and water features.	—	—	—	P	
	Passive and active open space uses and walkways	—	—	—	P	
Accessory Uses[o]						
Private Recreational Facilities	Swimming pool, tennis court, skating rink, gym/fitness center (if center is ancillary to residential uses)	P	P	—	—	
Passenger Station	Bus station, rail station, taxi stand, ride-share pick-up/drop-off	P	P	P	A	
Alcoholic Beverage Sales and Service	Alcoholic beverage sales and service in conjunction with a restaurant, kiosk, beer garden, department store, drugstore, supermarket	A	A	P	—	
	Alcoholic beverage sales and service in conjunction with take-out food, bar, indoor theater	C	C	C	—	
	Alcoholic beverage sales and service in conjunction with programmed events and outdoor festivals[e,f]	—	—	—	—	
Communication and Utilities Stations[p]	Transmitter, receiver, or repeater station; control or measurement station; major wireless telecommunication facilities	C	C	C	C	

TABLE 6.1
PERMITTED USES

P = Automatically permitted use
A = Use permitted with an administrative permit
PC = Use permitted under specific conditions[a]
C = Use permitted on approval of a conditional use permit[b]
— = Not permitted

Land Use Designation	Typical Permitted Uses	Planning Area				
		MU-M	MU-M	CM	LI	
		DD3	PA1	PA2	PA3	
	Minor telecommunication facilities	P	P	P	P	
Temporary Uses[q]						
Offices	Contractor office or real estate office	P	P	P	P	
Outdoor Sales	Sidewalk, parking lot, and tent sales; Christmas tree sales; pumpkin sales; food trucks	A	A	A	A	
Outdoor Market/ Festivals	Farmer's market, arts festival, other festival	—	—	P	A	
Programmed Events[f]	Scheduled events ancillary to retail uses	A	A	A	A	
Prohibited Uses						
Adult businesses						
Bail bonds						
Check cashing services, payday loan services and deferred deposit						
Convenience store (other than upscale convenience store in PA2)						
Firework stands						
Thrift store, pawn shop, salvation army type store, "army surplus" or "secondhand store" other than upscale pre-owned clothing and accessories in PA2.						
Explosives – fireworks, dynamite, ammunition, weapons involving use or testing with explosive materials.						
Storage, handling, or transport of hazardous substances or any CalARP-regulated materials. All development within the 157-Acre Site shall adhere to all applicable City ordinances related to hazardous substances in effect at the time that building permits are issued for such development.						

NOTES:

[a] Specific conditions required to permit alcohol sales and drive-through uses are discussed in Chapter 7.
[b] The restaurant drive-through/pick-up and delivery feature would cater to upscale/gourmet/"fast casual"–type restaurant tenants as opposed to traditional fast-food-type establishments.
[c] Where the referenced use is permitted or permitted with permit, (a) total gross leasable area within a Planning Area for any one such use shall not exceed 5 percent and (b) uses that do not generate sales tax shall not exceed 10 percent in the aggregate of the gross leasable area within a Planning Area. The Applicant shall provide the City with documentation to ensure these limits are adhered to prior to issuance of a business license for automatically permitted uses or prior to the approval of an administrative permit.
[d] Use permitted under certain conditions as an ancillary use.
[e] At Community Development Director discretion, and after appropriate consultation with the Los Angeles County Sheriff's Department, an Administrative Permit may be required for events that are anticipated to attract large crowds or that could have security or public health or safety considerations. Smaller-scale events shall be allowed by right.
[f] A calendar of programmed events shall be submitted annually for review and approval by the Community Development Director. Additional events may be added to the annual calendar and approved on an individual basis throughout the year.
[g] Not to include stadium or arena.
[h] See CMC 9138.22 (Church Uses within the Commercial-Regional Zone) and 9182.25 (Continuation of Churches, Temples or Other Places of Religious Worship Located within the Commercial-Regional Zone or Mixed-Use – Carson Street Zone).
[i] Ord. 86-763U, Section 1 (Swap Meets, Flea Markets and Minimarts); Ord. 87-813, Section 1 (Uses Permitted in Commercial and Manufacturing Zones).
[j] Limited to the potential transit center.
[k] Where the referenced use is permitted, or permitted with permit, total gross leasable area within a Planning Area for such uses that do not generate sales tax shall not exceed 20 percent in the aggregate of the gross leasable area within a Planning Area.
[l] See CMC 9133 (Conditional Use Criteria).
[m] Manufactured products and materials shall not include the following: hydrocyanic acid, tar, coal tar, pyroxyline plastic, guncotton, rubber, bleaching powder, glue, chamois, lacquer, synthetic enamel, materials with dextrin, cloth, textiles, upholstery, felt, canvas, wallboard, fiberglass, glass, polyurethane, engines (with foundry), automobiles, trailers, boats, aircraft, heavy equipment, concrete block, brick, tile, poisons, explosives, ammunition, hazardous substances or materials, CalARP-regulated materials, or any other similar products/materials. Any project development will be required to comply with the requirements set forth in any future City ordinance related to hazardous substances as set forth herein.
[n] Residential uses in PA1 requiring a General Plan Amendment shall require a Conditional Use Permit. All other residential uses in PA1 shall be permitted.

TABLE 6.1
PERMITTED USES

P = Automatically Permitted Use
A = Use Permitted with an Administrative Permit
PC = Use Permitted under Specific Conditions[a]
C = Use Permitted on Approval of a Conditional Use Permit[b]
— = Not Permitted

Land Use Designation	Typical Permitted Uses	Planning Area				
		MU-M	MU-M	CM	LI	
		DD3	PA1	PA2	PA3	

[o] Accessory use: a use of the land or of a building that is: (1) clearly incidental and subordinate to the principal use of the land or building; (2) located on the same lot with the principal use; (3) not a generator of additional auto trips, parking needs, or adverse environmental impacts; and (4) for uses other than eating establishments, bars, and indoor theaters, occupies equal to or less than 10 percent of the area of the principal use. Where more than one accessory use occurs on a development project site, the total aggregate of all accessory uses must be equal to or less than 10 percent.

[p] Major wireless telecommunication facilities shall be permitted subject to a Conditional Use Permit and the requirements of CMC Section 9138.16 (Communications Facilities). Minor wireless telecommunication facilities, as defined in CMC Section 9138.16, are permitted by right and do not require a Conditional Use Permit.

[q] For temporary uses, the Community Development Director has discretion whether to require design review.

6.2 General Development Standards

The Development Standards contained herein (**Tables 6.2 and 6.3**) shall control the development of allowed uses within the Specific Plan Area, including the residential, commercial, office, and light industrial uses, as well as publicly accessible but privately maintained open space and commercial/community-use and amenity areas. These regulations have been designed to provide for flexibility in site design while ensuring a consistent and coordinated built environment for the Specific Plan Area.

TABLE 6.2
GENERAL DEVELOPMENT STANDARDS

	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	Light Industrial (LI)	
Topic	**DD3[a]**	**PA1**	**PA2**	**PA3**	
Density/Intensity					
At-grade multifamily	60 du/ac max.	n/a	n/a	n/a	
Elevated multifamily	60 du/ac max.	60 du/ac max.[b]	60 du/ac max. (with AP)	n/a	
Vertical mix of uses[c]	Commercial not to exceed 0.5 FAR and residential not to exceed 60 du/ac[b]		Commercial not to exceed 0.5 FAR and residential not to exceed 60 du/ac	n/a	
Commercial uses (including hotel)[d]	0.5 FAR max.		0.5 FAR max.	n/a	
Light Industrial[e]	n/a		n/a	0.50 FAR max.	
Building Setbacks[f]					
Perimeter Setbacks					
Interstate 405	110 feet min.	n/a	75 feet min.	n/a	
Del Amo Boulevard	10 feet	20 feet	10 feet	n/a	
Main Street	10 feet	20 feet	n/a	25 feet or 25 percent of the lot depth, whichever is less	
Northern Border (north of DD3)	20 feet	n/a	n/a	n/a	
Storm Channel	n/a		70 feet min. from property line for commercial buildings with base building height up to 52 feet; 250 feet min. from property line for commercial buildings with base building height over 52 feet	70 feet min. from property line for buildings along the western boundary with base building height up to 60 feet; 55.5 feet min. from property line for buildings along the southern boundary with base building height up to 60 feet; 250 feet min. from property line for all buildings with base building height over 60 feet that are adjacent to residential uses	

TABLE 6.2
GENERAL DEVELOPMENT STANDARDS

Topic	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	Light Industrial (LI)	
	DD3[a]	PA1	PA2	PA3	
Internal Setbacks[f]					
Building to Stamps Drive within Del Amo Entry Area	n/a	20 feet min. from the back of curb for buildings with base building height up to 28 feet; 30 feet min. from the back of curb for buildings with base building height greater than 28 feet	20 feet min. from the back of curb for buildings with base building height up to 28 feet; 30 feet min. from the back of curb for buildings with base building height greater than 28 feet	n/a	
Commercial building to Lenardo Drive/ Stamps Drive other than Del Amo Entry Area	Lenardo Drive: 10 feet min. from the property line Stamps Drive: 10 feet min. from the property line, or if private street, 10 feet min. from the back of curb		Lenardo Drive: 10 feet min. from the property line	n/a	
Light Industrial building to Lenardo Drive	n/a		n/a	25 feet min. from property line	
Residential building to Lenardo Drive/ Stamps Drive other than Del Amo Entry Area	15 feet min. from the property line		Lenardo Drive: 15 feet min. from the property line	n/a	
Commercial building to building (if detached)	20 feet min. from building to building		20 feet min. from building to building	n/a	
Light Industrial building to building (if detached)	n/a		n/a	20 feet min. from building to building	
Residential building to commercial building or parking structure (if detached)	25 feet min. from building to building		25 feet min. from building to building	n/a	
Encroachments[g]					
Encroachments	See Municipal Code Section 9126.29/ Section 9136.29		See Municipal Code Section 9126.29/ Section 9136.29	See Municipal Code Section 9146.29	
Sidewalks/Walkways/Parkways[h]					
Internal sidewalk widths	4 feet min.		4 feet min.	4 feet min.	
Adjacent to:					

TABLE 6.2
GENERAL DEVELOPMENT STANDARDS

Topic	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	Light Industrial (LI)	
	DD3[a]	PA1	PA2	PA3	
Lenardo Drive	8-foot parkway min.		8-foot parkway min.	8-foot parkway min.	
Del Amo Entry Area	10-foot parkway min.		10-foot parkway min.	n/a	
Stamps Drive	5 feet min.		5 feet min.	n/a	
Multipurpose path	8 feet min. of bike path, 4 feet minimum of pedestrian path (may be attached)		n/a	n/a	
Open Space[i]					
Private residential open space[j]	**Development 25 du/ac or more in density:** Studios and 1BR: 60 sf average, 50 sf min. per unit; 2BR: 75 sf average, 65 sf min. per unit; 3+BR: 100 sf average, 80 sf min. per unit; all with a min. dimension of 5 feet in any direction **Development less than 25 du/ac in density:** 100 sf min. per unit, with a min. of 5 feet in any direction		PA1 standards applicable to residential development with approval of Administrative Permit	n/a	
Residential common open space[k]	300 sf min. per unit, with a min. dimension of 15 feet in any direction	Studio and 1BR: 150 sf min. per unit; 2BR: 200 sf min. per unit; 3+BR: 250 sf min. per unit, all with a min. dimension of 15 feet in any direction	PA1 standards applicable to residential development with approval of Administrative Permit	n/a	
Private storage space	**Development 25 du/ac or more in density:** 100 cubic feet of private storage space **Development less than 25 du/ac in density:** 200 cubic feet of private storage space[l]		PA1 standards applicable to residential development with approval of an administrative permit[l]	Outdoor storage is permitted only in areas within truck courts and abutting a right-of-way area, but not in a required parking area. Outdoor storage areas shall be screened from view from any adjoining public street or walkway, and from surrounding residential areas.[m]	

TABLE 6.2
GENERAL DEVELOPMENT STANDARDS

Topic	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	Light Industrial (LI)	
	DD3[a]	PA1	PA2	PA3	
Parking					
Auto parking[n,o,p]	**Residential**: Studio (0 BR, not more than 450 sf): 1 space/unit; 1 BR, and 0 BR units larger than 450 sf: 1.5 spaces/unit; 2BR or more: 2 spaces/unit Guest Parking: 1 space/4 units **Commercial:** 4 spaces/1,000 sf of gross leasable area, except: Theater = 1 space/4 seats Hotel = 1 space/room		**Residential:** Same as PA1 and DD3 with approval of Administrative Permit; **Commercial:** 4 spaces/1,000 sf of gross leasable area, except: Theater = 1 space/4 seats Hotel = 1 space/room	**Light Industrial:** 1 space per 1,000 sf (less than 40,000 sf) 1 space per 4,000 sf (more than 40,000 sf) **Ancillary Office:** 1 space per 300 sf[e] Off-Site Parking shall not be counted toward required parking spaces	
Truck trailer parking[p]	n/a		n/a	Subject to Parking study to be completed by the Applicant[q]	
Preferential auto and bicycle parking	Per City Code Section 9165.3		Per City Code Section 9165.3	Per City Code Section 9165.3	

TABLE 6.2
GENERAL DEVELOPMENT STANDARDS

	Mixed-Use Marketplace (MU-M)		Commercial Marketplace (CM)	Light Industrial (LI)	
Topic	**DD3[a]**	**PA1**	**PA2**	**PA3**	

NOTES:

du/ac = dwelling unit per acre; sf = square feet; BR = bedroom

[a] DD3 has been developed with a 300-unit apartment complex project known as Evolve South Bay.

[b] On PA1 only, a General Plan Amendment shall be required to increase the maximum permitted residential density to 80 du/ac.

[c] For developments with residential and commercial horizontal mixed use, maximum commercial FAR shall not be reduced by residential density, and maximum residential density is not reduced by commercial FAR.

[d] Hotel use would only be applicable to PA2.

[e] For all light industrial uses in PA3, a Specific Plan Amendment shall be required for a FAR below 0.25 for any PA3 parcel or for the entire PA3 area. A Specific Plan Amendment shall be required for a FAR above 0.50 for the entire PA 3 area.

[f] The Community Development Director is authorized to issue an Administrative Permit to approve a decrease in setback requirements not exceeding 10 percent of the setback requirement.

[g] Outdoor dining, benches, outdoor displays, or any other ancillary uses as approved by the Community Development Director may encroach into the sidewalk area a maximum of 8 feet from the building frontage.

[h] Refer to Sections 5.1.2 and 5.1.4, providing flexibility to reduce or eliminate sidewalks, walkways, and/or parkway widths, subject to Community Development Director approval.

[i] For residential uses, at least 40 percent of common and private open space must be useable for recreation, which is defined as open space that serves a specific function with an average gradient of not more than 5 percent and excludes sidewalks within the public right-of-way. Usable open space excludes space located within roadway setback areas. The recreational areas shall be located within reasonable proximity of the dwelling units. Usable open space may include but is not limited to: balconies, terraces, roof gardens, children's playgrounds, pools, clubhouses, BBQ pits, fire pits, seating areas, and landscape areas within or immediately surrounding these open space areas. Walkways and their associated landscaping that serve no purpose other than connecting these spaces shall not be considered usable open space.

[j] Each bedroom category must address both its minimum size and average size private open space requirements. Any unit that does not meet the minimum requirement will not have any of its private open space counted towards the overall average. No more than 10 percent of 1 BR, 2BR, or 3BR units may provide less than the minimum size requirement. If any bedroom category has a shortfall in average private open space, that shortfall must be replaced by additional usable open space above the required amount at a one-to-one ratio.

[k] Open space includes accessible walkways, landscaping areas, and non-private courtyards. Common areas such as clubhouses, pools, and spas can satisfy up to 50 percent of the common open space requirement.

[l] Refer to Section 6.12 of this Specific Plan for additional guidance on the provision of private storage space.

[m] Refer to Section 6.8 of this Specific Plan for additional guidance on storage space.

[n] Shared parking will be allowed per the Community Development Director's approval and subsequent to a parking study if deemed necessary by the Community Development Director.

[o] DD3 has been developed with only residential units (no commercial); therefore, the guest parking requirement is 0.5 spaces/unit.

[p] The Community Development Director is authorized to issue an Administrative Permit to approve a decrease in parking requirements of not more than 10 percent, subject to approval by the Community Development Director of a parking demand study.

[q] Applicant is required to provide a parking study to confirm truck trailer parking is sufficient to support the proposed development. Such study will be reviewed and approved by the Community Development Director. Refer to District at South Bay Planning Area 3 Parking Demand Study, August 20, 2021.

TABLE 6.3
BUILDING HEIGHT DEVELOPMENT STANDARDS

Use	Area	Base Building	With Secondary Features[a]		With Major Features[a]	
		Max. Height	Max. Height	Max. Width of Feature (% of elevation length)	Max. Height	Max. Width of Feature (% of elevation length)
Residential						
Multifamily[b]	n/a	75 feet	75 feet	n/a	75 feet	n/a
Commercial						
Retail	n/a	30 feet	42 feet	30%	52 feet	15%
Theater	n/a	60 feet	70 feet		80 feet	20%
Hotel	n/a	75 feet	79 feet		85 feet	15%
Commercial – Elevated Podium[c,d]	n/a	85 feet	85 feet	n/a	85 feet	n/a
Light Industrial						
E-Commerce/Fulfillment Center	>250,000 SF	55 feet	65 feet	n/a	65 feet	n/a
E-Commerce/Fulfillment Center	<250,000 SF	50 feet	56 feet	n/a	56 feet	n/a
Distribution Center/Parcel Hub	n/a	55 feet	65 feet	n/a	65 feet	n/a
Mixed-Use						
Vertical Mix of Uses: Two-Story Office/Retail over At-Grade Commercial	10,000–30,000 SF	35 feet	40 feet	30%	45 feet	30%
Other Vertical Mix of Uses[b,c]	n/a	75–85 feet	75–85 feet	n/a	75–85 feet	n/a
Parking						
Parking Structure[e]	n/a	45 feet	50 feet	n/a	55 feet	n/a
Accessory Structures						
Accessory Storage	maximum height to be determined according to standard for principal use					

NOTES:

[a] Major and secondary features are building elements that are added to building faces to provide architectural interest, without adding to interior floor area. Major features are more prominent than secondary features, and are often used to focus visual attention with a vertical element that rises above the base building. Major features may sometimes incorporate secondary features, which are physically connected to them. Where such secondary features are an integral part of the major feature, the overall assemblage can be considered collectively as the major feature, with the height limitation applying to the highest-most point of the assemblage.

[b] The maximum height of any living space in residential structures cannot exceed 74 feet 11.9 inches, so as not to be classified as a high-rise structure as defined by Los Angeles County Fire Department regulations.

[c] The maximum height for Commercial – Elevated Podium in PA2 and vertically mixed-use buildings is 85 feet when located within 1,000 feet of the Specific Plan Area's easterly border (loosely defined as the I-405 freeway) as measured along the southern edge of Del Amo Boulevard. For buildings along the northern edge of Del Amo Boulevard or beyond the 1,000-foot area described above, the maximum height is 75 feet.

[d] Commercial – Elevated Podium uses are planned for PA2.

[e] Maximum parking structure height applies to the height of the primary structure only; elevator shafts are excluded. Maximum parking structure height does not apply to on-grade parking under Commercial – Elevated Podium retail.

6.3 Common Spaces and Pedestrian Circulation

The design standards and guidelines for any common space including active and passive open spaces, programmed areas, and/or pedestrian circulation and/or community-serving commercial uses are provided below. The common spaces and pedestrian circulation system are meant to offer employees, residents and visitors of the Specific Plan Area the opportunity for recreational amenities in proximity to the residential, commercial, and light industrial uses within PA1, PA2, and PA3. The exact locations and design for these common spaces will be determined as part of site plan and design review approval process.

6.3.1 General Requirements for Common Spaces and Pedestrian Circulation

A. Common space shall be located near building entrances and areas of high pedestrian traffic to promote their use and highest functionality.

B. Design for common space should include landscaping with trees, shrubs, and groundcovers. If the space(s) is/are located along permeable walkways or paths, include ample pots and planter boxes that accommodate trees, shrubs, and groundcovers to provide adequate shade and visual interest.

C. Design for common spaces should focus on utilizing permeable hardscaping to reduce water runoff (where appropriate), tree planting, and utilization of light-colored hardscaping to minimize absorbed heat and the resulting urban heat island effect.

D. Pedestrian circulation shall be located primarily along internal roadways and building frontages to provide safe pedestrian crossing and access throughout the 157-Acre Site.

E. Pedestrian circulation should be enhanced with attractive and durable landscape/hardscape treatments to provide a pedestrian-friendly environment.

F. Bike racks shall be provided at convenient locations throughout the 157-Acre Site.

6.3.2 Specific Requirements for Commercial Common Space and Pedestrian Circulation

A. Commercial common space may consist of pedestrian-accessible spaces, including outdoor seating areas, open space, water features, and landscape areas.

B. Commercial common space shall be provided with a minimum of 33 percent shade coverage, which can be provided through shade trees, trellises, gazebos, awnings, or other similar improvements. A minimum of 25 percent of the common space area shall be softscaped with trees and understory plantings, subject to DTSC requirements.

C. In order to enhance the pedestrian environment, commercial common space areas shall contain a minimum of three engaging public functions, such as outdoor seating, artistic features, decorative stone/brick pavement, water features, shade tree canopy, or other similar improvements.

D. Commercial common spaces are not intended to serve as space for outdoor sidewalk sales.

E. Intentionally omitted.

F. Development applications that incorporate commercial common space shall be accompanied by design plans for the areas, specifying location and extent of landscaping, irrigation systems, structures, and circulation (vehicular, pedestrian, and bicycle).

6.4 Landscaping

6.4.1 General Provisions

A. All areas not utilized for parking, buildings, plazas common spaces, or access/circulation should be generously landscaped with trees, drought-tolerant shrubs, and groundcovers.

B. Plantings should be used to enhance ground level and vertical pedestrian circulation areas (i.e., areas with stairs, escalators, and elevators) up to elevated podiums.

C. Landscape treatments (such as tree, shrub, and perennial plantings) should be used to screen the visual impacts of parking areas as well as service, trash, and utility areas.

D. Due to the subsurface constraints of the site (based on the fact that it constitutes a former landfill), large trees shall generally not be permitted to be planted in the soil in the landfill portion of the Specific Plan Area, unless there is certainty that the proposed tree and its location are not determined to pose a threat to the landfill cap by DTSC.

E. For plantings installed at finish grade within the landfill portion of the Specific Plan Area, landscaping shall conform to the DTSC requirements with respect to irrigation and allowable plantings to protect the landfill cap. The landscape palette shall consist primarily of trees/palms (trees shall be containerized or planted on engineered piles when located above the landfill cap), small to medium shrubs, graminoids (grasses, rushes, and sedges), and other plants with fibrous and/or shallow root systems, bulbs, culms, or rhizomes. Tree selection must consider horizontal rooting space and available rooting depth. Trees in pots and raised planters may be used where planting at grade is not feasible. Plantings outside of the landfill perimeter or within the original haul roads do not need to adhere to these restrictions.

F. Site grading shall convey excess water off site. For containerized trees below grade, a subsurface drainage conveyance system will be necessary to convey drainage off site.

G. Any plant listed as invasive by Cal-IPC is prohibited due to their ability to escape and naturalize off site. For example, pampas grass (***Cortaderia sellowiana***) and Giant Reed (***Arundo donax***) are prohibited. Refer to the approved plant palette located in Appendix A.

H. The approved plant palette includes plants that are native or adapted to the local climate, are not invasive, and can survive with limited amounts of water in accordance with the Plant Palette provided in Appendix A.

I. Irrigation of planting areas shall be kept to a minimum to conserve water and to avoid damaging the landfill cap. Therefore, drip irrigation and a low-water-use native plant palette shall be used to the maximum extent feasible.

J. Recycled water shall be used for irrigation, assuming recycled water is available.

K. Landscaping shall not obscure visual surveillance of common open space, parking areas, or building entries.

L. Per the California Model Water Efficient Landscape Ordinance (MWELO), turf shall not be installed unless used primarily for active or passive recreation. Additionally, turf may not be installed in areas directly above landfill.

M. Turf may be installed in PA3 with the approval of DTSC.

6.4.2 Specific Landscape Requirements and Standards

Landscaping within the Specific Plan Area shall conform to the following design standards and requirements:

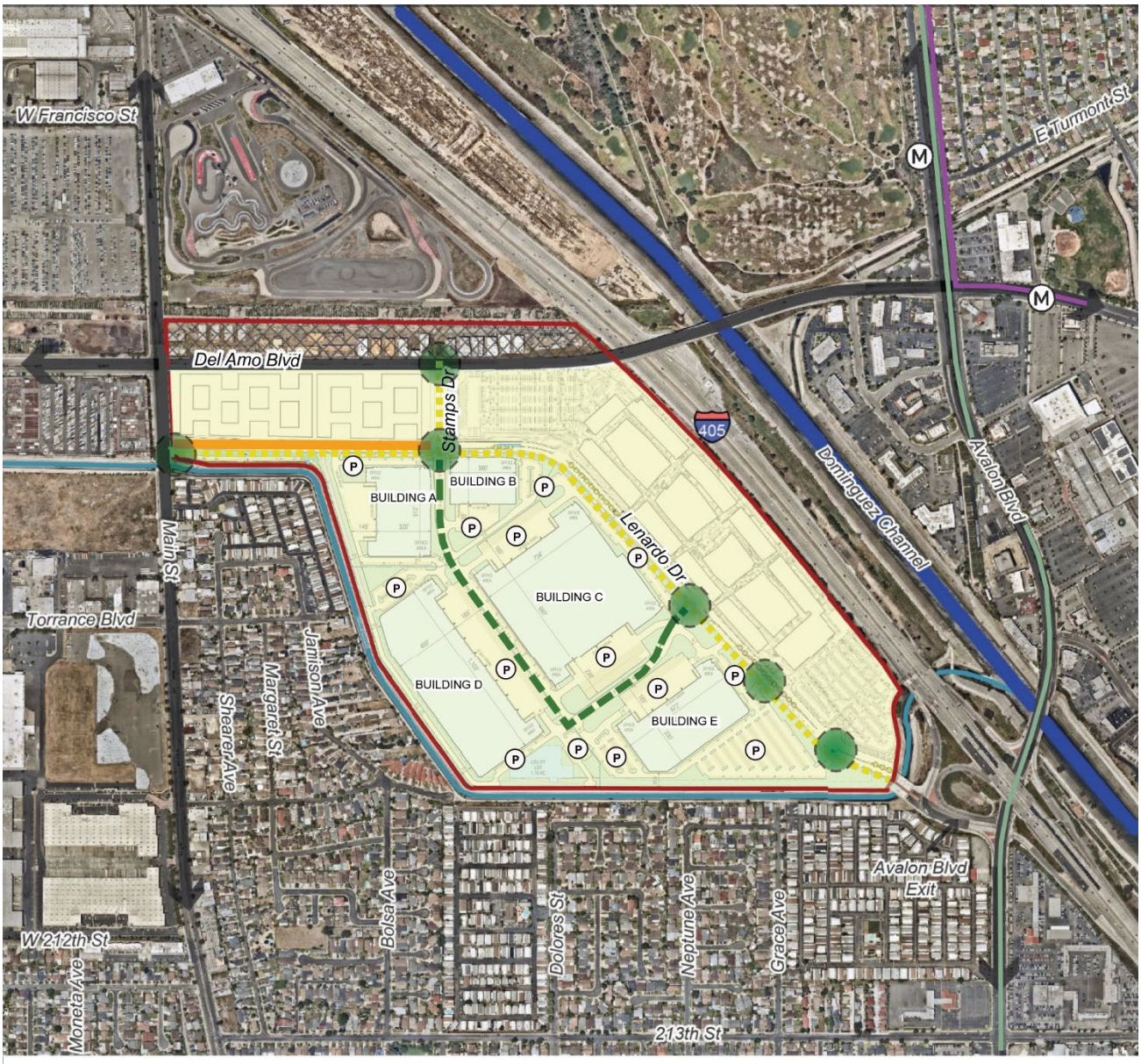
A. Landscape treatments, such as tree, shrub, and perennial plantings, shall be used to enhance intersection nodes, public rights-of-way, building fronts, pedestrian corridors, and common spaces.

B. Layered landscaping and a mix of native drought-tolerant plants and large containerized trees for shade should be incorporated in the landscape design of at-grade commercial uses. The plant palette should emphasize massing and form rather than individual or small groupings of shrubs and trees, and shall be made in accordance with the Plant Palette provided in Appendix A.

    - Plantings shall be irrigated with water-efficient permanent automatic irrigation systems and shall conform with the Model Water-Efficient Landscape Ordinance (MWELO).
    - Plants should be grouped according to their water needs and irrigated separately from other groupings with dissimilar water needs.

C. Tree placement should provide maximum large-tree canopy for shading of parking areas, sidewalks, and outdoor common spaces; however, care should be taken to ensure that trees are of a scale suitable to the surrounding development and that potted plants are used in landfill areas to protect the landfill cap.

This Specific Plan allows for various landscape themes with unique qualities and/or goals to address the diversity of edge conditions and planned uses. These themes are conceptual in nature and, therefore, are not precise and will need to be clarified further during plan submittal. The following is a description of the landscape themes for various areas within the 157-Acre Site and a brief discussion of their design intent. For the conceptual delineation of these themed areas, see **Figure 6.2, *Concept Landscape Themes***. Conceptual landscape themes for the streetscape, including entry monuments, materials, grading, and plantings, shall be prepared to ensure a cohesive development.



Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

Lenardo Drive and Stamps Drive Streetscape

Private Streetscape

Torrance Lateral Edge

Parking Lot

Entry Landscape

Enhanced Parkway

N

0 1,000 Feet

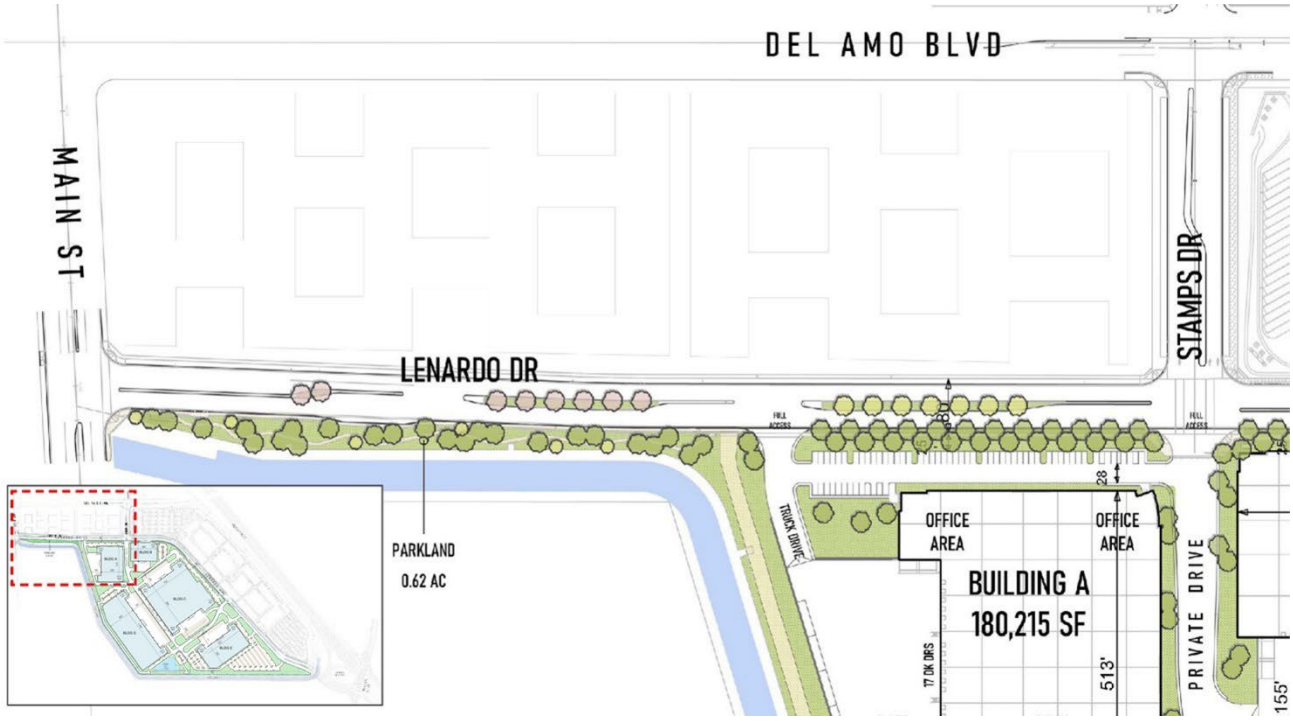
Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.2 Concept Landscape Themes

Vehicular Entries Landscape Theme

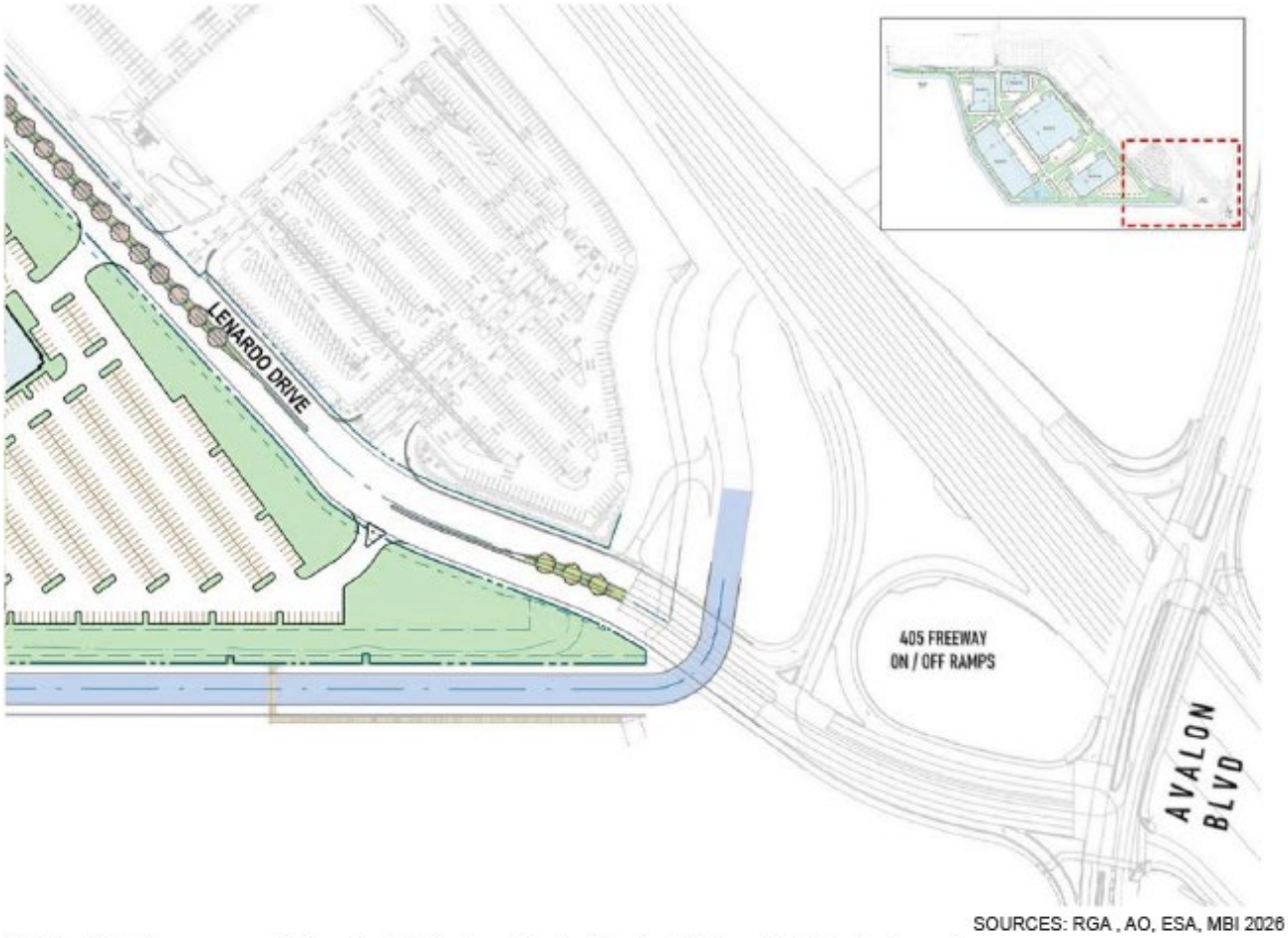
Vehicular entries shall have landscaping that clearly distinguishes them from their surroundings. For example, the entrance at Main Street and Lenardo Drive will feature the Enhanced Parkway as described below. To attract attention and create a focal point, vehicle entries shall have planting beds, including ornamental trees, that offer variety and visual interest, and complement the streetscape landscaping. In addition, landscaping at vehicular entries shall be designed to ensure that landscaping does not obstruct vehicular lines of sight. **Figure 6.3, *Vehicular Entries Landscape Concept Theme: Main Street at Lenardo Drive (Enhanced Parkway)***, and **Figure 6.4, *Vehicular Entries Landscape Concept Theme: Lenardo Drive at Avalon Boulevard***, illustrate conceptual designs for vehicular entry landscaping. Similar designs may be used at other Specific Plan Area entries shown in Figure 6.2.



SOURCES: AO, OJB 2026

NOTE: A transit center could potentially be provided on the Enhanced Parkway (refer to Figure 5.1). Illustrations are conceptual in nature. Final landscaping to be determined with the submittal of a Landscape Plan.

Figure 6.3 (Renumbered) Vehicular Entries Landscape Concept Theme: Main Street at Lenardo Drive (Enhanced Parkway)



SOURCES: RGA , AO, ESA, MBI 2026

NOTE: Illustrations are conceptual in nature. Final landscaping to be determined with the submittal of a Landscape Plan.

Figure 6.4 (Renumbered) Vehicular Entries Landscape Concept Theme: Lenardo Drive at Avalon Boulevard

Enhanced Parkway Landscape Theme

PA3 would include a 0.62-acre Enhanced Parkway located along Lenardo Drive and the Torrance Lateral, just east of Main Street, as shown in Figure 6.3. The Enhanced Parkway would constitute an approximately 20- to 40-foot-wide linear park and include shade trees, low-water-use native plantings, a meandering pedestrian pathway, and a sidewalk along Lenardo Drive, from Main Street to the western entrance of Building A in PA3. A transit center could potentially be located on the Enhanced Parkway.

Del Amo Boulevard and Main Street Landscape Themes

Del Amo Boulevard and Main Street shall utilize landscaping in the parkways and medians to buffer the proposed residential and/or commercial uses in PA1 from the street and surrounding areas. Landscaping shall include planting of trees and drought-tolerant understory plants to provide maximum shading near roadways and sidewalks. Streetside landscaping shall not include turf. Streetside landscaping should complement the landscape themes of adjacent properties. A comprehensive visual branding for the area will be developed to complement the landscape themes of adjacent properties while maintaining a unique character. Tree grates

shall be placed within the sidewalk in the public right-of-way at the discretion of the Community Development Director and the City Engineer.

Freeway Edge Landscape Theme

The freeway edge landscape theme consists of the top bank and slope that parallels the western edge of the I-405 Freeway. This landscape theme also encompasses the Embankment Lot which will be retained by CRA to provide a location for the freeway signage along the I-405 Freeway. Landscaping within the freeway edge landscape theme shall be designed to work in conjunction with signage, building façades, and view fence designs, and should include a wide variety of drought-tolerant understory plantings, such as grasses and trees (**Figure 6.6, *Conceptual Landscape for Freeway Edge***).

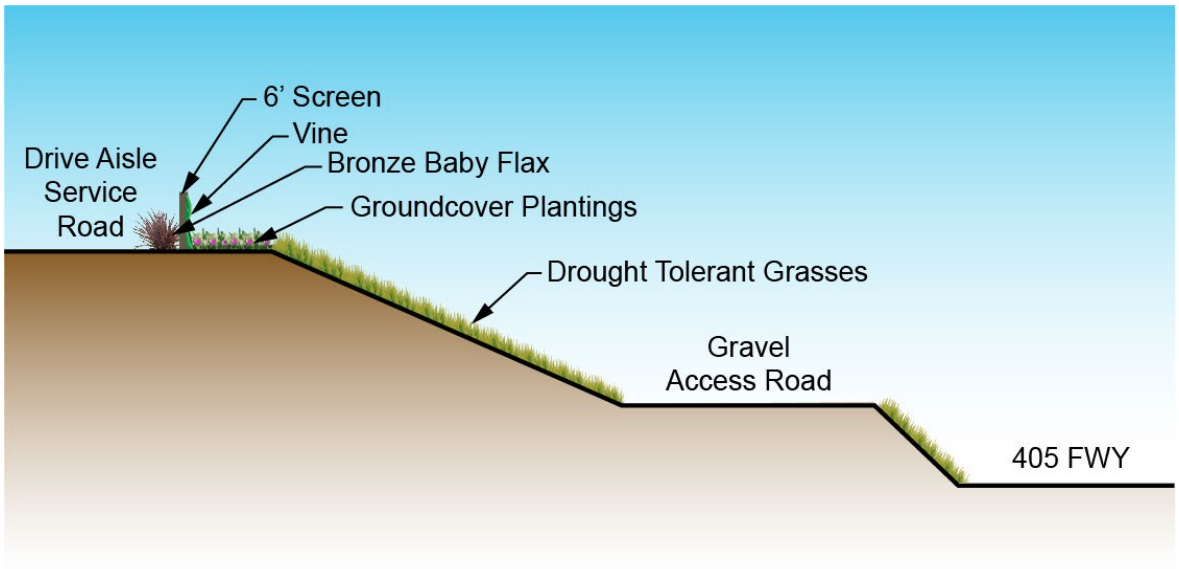
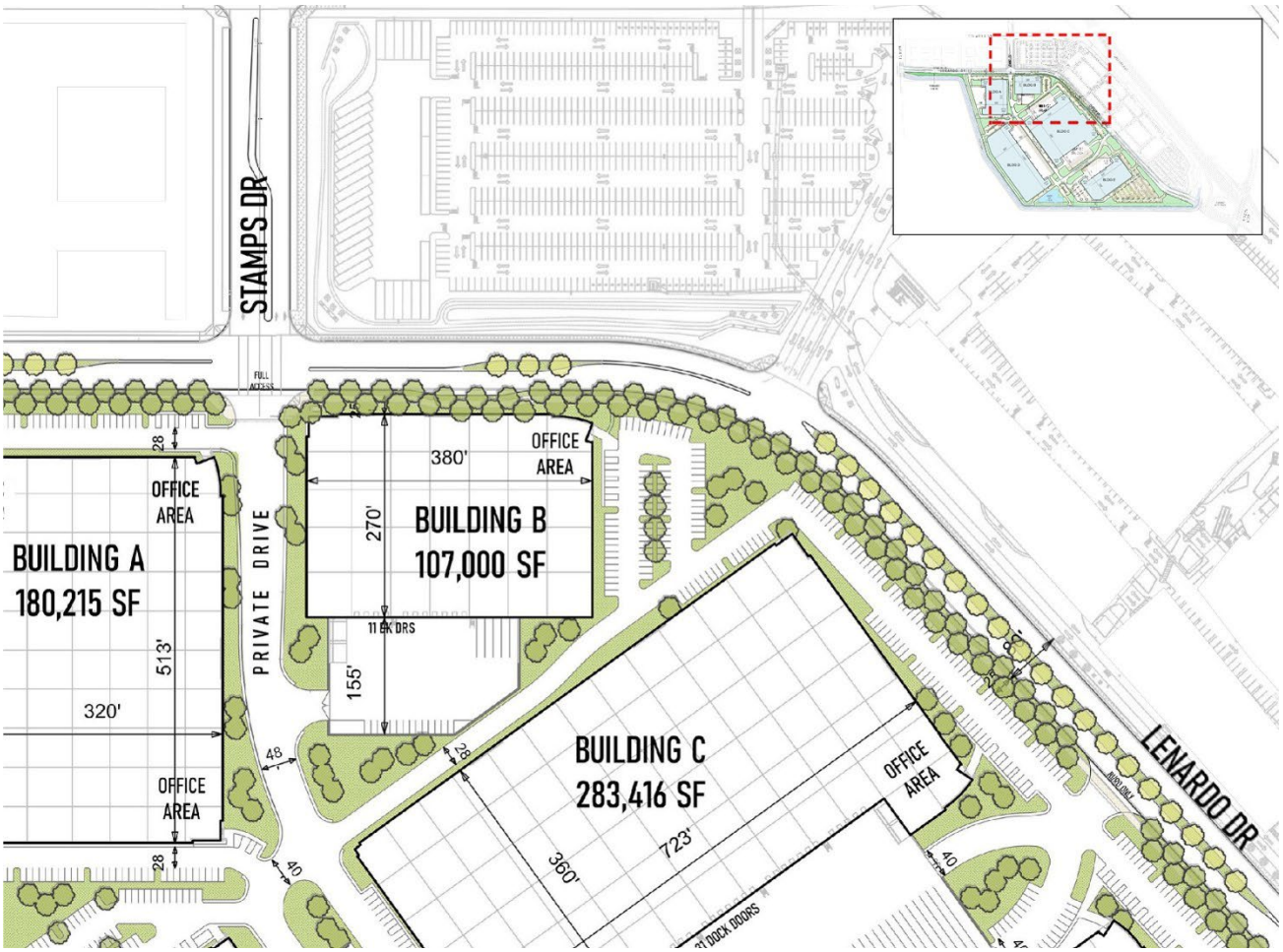


Figure 6.6 Conceptual Landscape for Freeway Edge

Lenardo Drive and Stamps Drive Streetscape Landscape Theme

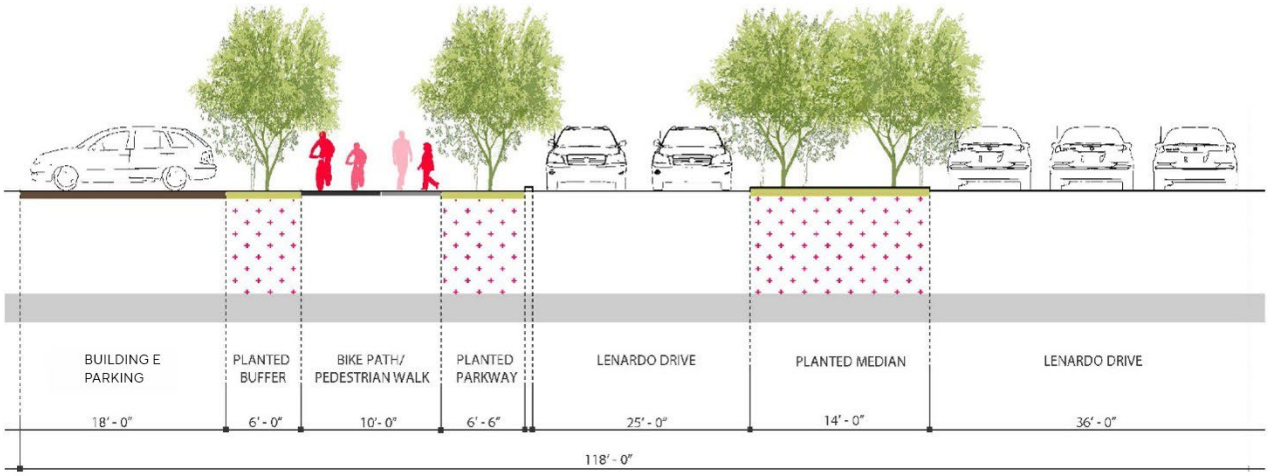
The internal streetscape consists of Lenardo Drive and Stamps Drive (see Figure 5.1). Although portions of these streets are located on top of the original haul roads where planting is not restricted, portions of the streets that are not within the original haul roads will be subject to DTSC requirements for landfill properties, including containerized trees and non-woody root system shrubs and ground cover. These internal streets will have landscaped medians and parkways (see **Figure 6.7, *Internal Streetscape Landscape Theme Concept: Lenardo Drive South of PA1 and PA2***, and **Figure 6.8, *Internal Streetscape Landscape Theme Concept: Lenardo Drive along PA3***). There shall be continuous shrub and ground-cover plantings in the medians and parkways with vertical planting at an average of every 50 feet along the edges. In addition, in order to protect view corridors and signage visibility, trees may be planted outside the right-of-way, provided that the number of trees is greater than or equal to the number of trees that would otherwise be required in the right-of-way. Trees may also be clustered, so long as the number of trees planted is greater than or equal to the number of trees that would otherwise be required, and the landscaping complements the rest of the development. Clustered trees may be placed at entry driveways, on-site drive aisles, and pedestrian plaza entries that face Lenardo Drive. Landscape plans for the median and parkway on public roads must be approved by the City Engineer.



SOURCES: AO, OJB 2026

NOTE: Illustrations are conceptual in nature. Final landscaping to be determined with the submittal of a Landscape Plan.

Figure 6.7 Internal Streetscape Landscape Theme Concept: Lenardo Drive South of PA1 and PA2



SOURCES: AO, OJB 2026

NOTE: Illustrations are conceptual in nature. Final landscaping to be determined with the submittal of a Landscape Plan.

Figure 6.8 Internal Streetscape Landscape Theme Concept: Lenardo Drive along PA3

Private Drive Streetscape

The private streetscape along the Private Drive within PA3 (see Figure 5.1) is subject to the same DTSC requirements for landfill properties for portions of the street that are not within the original haul roads. However, planting is not restricted by DTSC-requirements along portions of the Private Drive that are located on top of the original landfill haul roads (which are non-contaminated).

6.4.3 Parking Lots

The parking lots in the Specific Plan Area shall achieve a minimum of 5 percent planting coverage. These parking lots include parking fields and parking drive aisles, all of which shall require landscaping adjacent to parking lots. A decrease by more than 10 percent of the required landscape coverage in parking lot areas will require approval of an Administrative Permit by the Community Development Director. The planting shall consist of tall vertical elements such as canopy trees, large palms, and low-lying shrubs, groundcovers, and grasses provided that they are approved by DTSC. The shrubs and groundcovers should not exceed 3 feet in height at maturity to keep lines of sight clear for vehicles. Planting beds shall be provided at the ends of every parking row, and should be provided within the interior of long parking rows. Parking lot entryways and primary intersection nodes should be treated with special landscape elements, such as special paving, graphic signage, specialty lighting, ornamental trees, or flowering plants to create a sense of place.

Parking Structure Edge

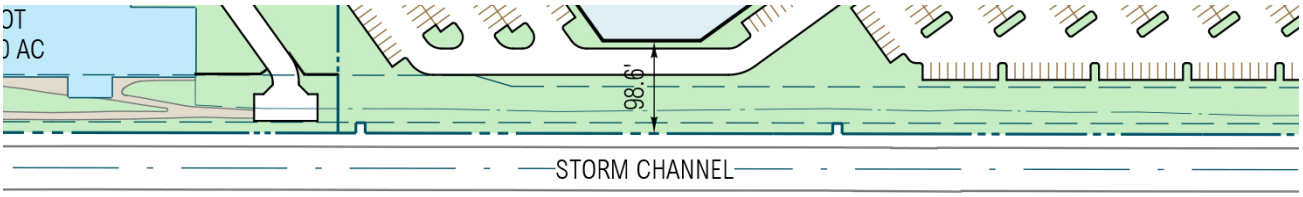
Parking structure facades (note this excludes Commercial – Elevated Podium, which is addressed below) should be designed with enhanced aesthetic treatments to soften the visual appearance of the structures. Enhanced aesthetic treatments may include but are not limited to: landscaping, signage, or special treatment of building materials (such as the use of color or patterns) as approved by the City. If parking structures are adjacent and visible to residences, the edge of the structure shall achieve 50 percent coverage of visible concrete surfaces with trees, palms, and/or vines for all land uses except commercial over podium.

Parking at Grade under Podium (Commercial – Elevated Podium)

Parking on-grade located under a raised podium (i.e., Commercial – Elevated Podium uses in PA2) shall be an open garage with up to 3-foot-high enhanced treatment of landscaping plant material screen or other screen material (other material up to 50% open) to prevent visible automobile light and glare from spilling onto Lenardo Drive. Openings in the landscape plant material and screen material are permitted to allow pedestrians to conveniently access the garage. Building elevations upon parking structures/areas facing adjacent open parking lots and freeway side service drives/fire lane, may remain open without screening. A fence may be provided at the top of the freeway embankment to screen the view of perimeter parking stalls and to screen the view of open parking under the podium from the top of the embankment.

6.4.4 Channel-Adjacent Slope

There is, and will continue to be, a slope bank along the southern and western edges of the Specific Plan Area immediately adjacent to the access road that serves the Torrance Lateral. Landscaping for this area shall stabilize existing slopes with minimum maintenance and water requirements and shall soften views of the development from the west and south of the Specific Plan Area (**Figure 6.9, *Conceptual Landscape for Channel-Adjacent Slope***). Landscaping for this area shall include drought-tolerant shrubs and groundcovers.



SOURCES: RGA, AO, ESA, MBI 2026

NOTE: Illustrations are conceptual in nature. Final landscaping to be determined with the submittal of a Landscape Plan.

Figure 6.9 Conceptual Landscape for Channel-Adjacent Slope

6.5 Walls, Fences, and Barriers

An objective of this Specific Plan is to ensure the visual compatibility of on-site uses with the existing surrounding residential areas. Rather than a traditional, complete separation of residential from commercial and light industrial uses, walls, acoustical screen barriers, and fences will be incorporated within the Specific Plan Area as needed to provide privacy or noise control.

This Specific Plan includes various types of walls, fences, and barriers, each with its own purpose and function. Wing walls, screening walls and tubular fencing with acoustical screens are primarily intended to screen the Specific Plan Area from surrounding developments and to prevent noise pollution that may impact surrounding residential areas. As such, these elements should be designed to be opaque and at heights of 6 to 16 feet. Heights of walls or fences may be increased or decreased by a maximum of 1 foot with an Administrative Permit approved by the Community Development Director. Perimeter walls can also be used to screen trash enclosures, utilities, and similar functional uses.

Screening elements should be used to buffer residential uses from roadways as well as commercial uses. As the name implies, however, screening elements do not completely shield residential uses from the remainder of the Specific Plan Area. This Specific Plan is intended to function as an integrated, mixed-use development, and visual connectivity is an important component; therefore, screening elements should consist of a permeable combination of slump or split-faced block, and architectural open-wire tubular fence or tubular wrought iron with landscaping to provide a secure but attractive barrier. Screening elements may also consist entirely of landscaping. Chain-link fencing is only permitted when required by the LA County Flood Control District. Other materials may also be used with approval of the Community Development Director, so long as the design is consistent with the design theme and intent outlined in this Specific Plan. Barbed wire fencing is prohibited.

All screening elements in PA3 shall conform to those specified in this Specific Plan. The standard height of such elements is eight feet. However, due to the proximity to noise-sensitive uses, the height of certain tubular picket fences with acoustic windscreen associated with Buildings A, D, and E have been increased as described below:

a. Building A would include a tubular picket fence with acoustic windscreen up to 16-foot-high that encloses the northern (with a 10-foot-high truck access gate made of solid material such as steel) and western sides of the loading dock area. In addition, the western fence and windscreen structure extends from the beginning of the truck drive aisle at the north to the parking area associated with Building D. Building A also includes a 12-foot-high tubular picket fence with acoustic windscreen on the southern end of the loading dock area (with a 10-foot-high solid truck access gate).

b. Building B includes the 12-foot-high tubular picket fence with acoustic windscreen around the loading dock area (with a 10-foot-high solid truck access gate).

c. Building C (revised to combine Buildings C and E into a single Building C) relocated the truck loading docks from the area between the previous Buildings C and E to the northwest and southeast sides of Building C. Building C includes the 12-foot-high tubular picket fence with acoustic windscreen around the two loading dock areas on the northwest and southeast sides of Building C (with 10-foot-high solid truck access gates), which is the same height as the previously proposed 12-foot-high tubular picket fence with acoustic windscreens at the southwestern and northeastern areas of the loading docks between the previous Buildings C and E. Therefore, the tubular picket fence with acoustic windscreen heights in the revised design for Building C are the same as were included in the Project Characteristics in the 2022 SEIR for Buildings C and E.

d. Building D includes the 14-foot-high tubular picket fence with acoustic windscreen enclosing the southeastern side of the loading dock area with a 10-foot-high solid truck access gate and also includes a 12-foot-high tubular picket fence with acoustic windscreen enclosing the northeastern side and northwestern side (with a 10-foot-high solid truck access gate) of the loading dock area.

e. Building E (previously F) includes the 16-foot-high tubular picket fence with acoustic windscreen enclosing the west and southwestern sides of the loading dock area (with a 10-foot-high solid truck access gate), and a 14-foot-high tubular picket fence with acoustic windscreen enclosing the northeastern and northwestern sides of the loading dock area. Building E also includes the 16-foot-high tubular picket fence with acoustic windscreen extending from the Building E loading dock area wall to the edge of the utility lot that is provided for added noise attenuation.

6.5.1 General Provisions

The conceptual locations of walls and fencing, as they relate to the perimeter of the Specific Plan Area, are shown on **Figure 6.10, *Conceptual Wall Locations***. As described in Chapter 7, wall and fence plans must be submitted to and approved by the Community Development Director prior to the issuance of any building permit. The following guidelines/requirements are established to guide the location and treatment of walls and fences.

A. A combination of solid and transparent barriers should be used to separate the residential components of the Specific Plan Area from Del Amo Boulevard and Main Street. Fencing shall be designed with variations using accent elements in combination with pilasters, landscaping, and setbacks to reduce the monotony of fencing design.

B. A maximum 6-foot-high wall or fence may be incorporated for ground-floor screening of residential outdoor space. Other barrier alternatives such as a landscape screen may be used if noise is not a major consideration.

C. Solid walls or tubular picket fencing with acoustic windscreen shall be screened with ornamental trees and plant material at a minimum of 3 feet in height in areas visible from residential uses or common spaces and streets.

D. Drought-tolerant planting should be applied to spaces between a wall or fence and the adjacent sidewalk.

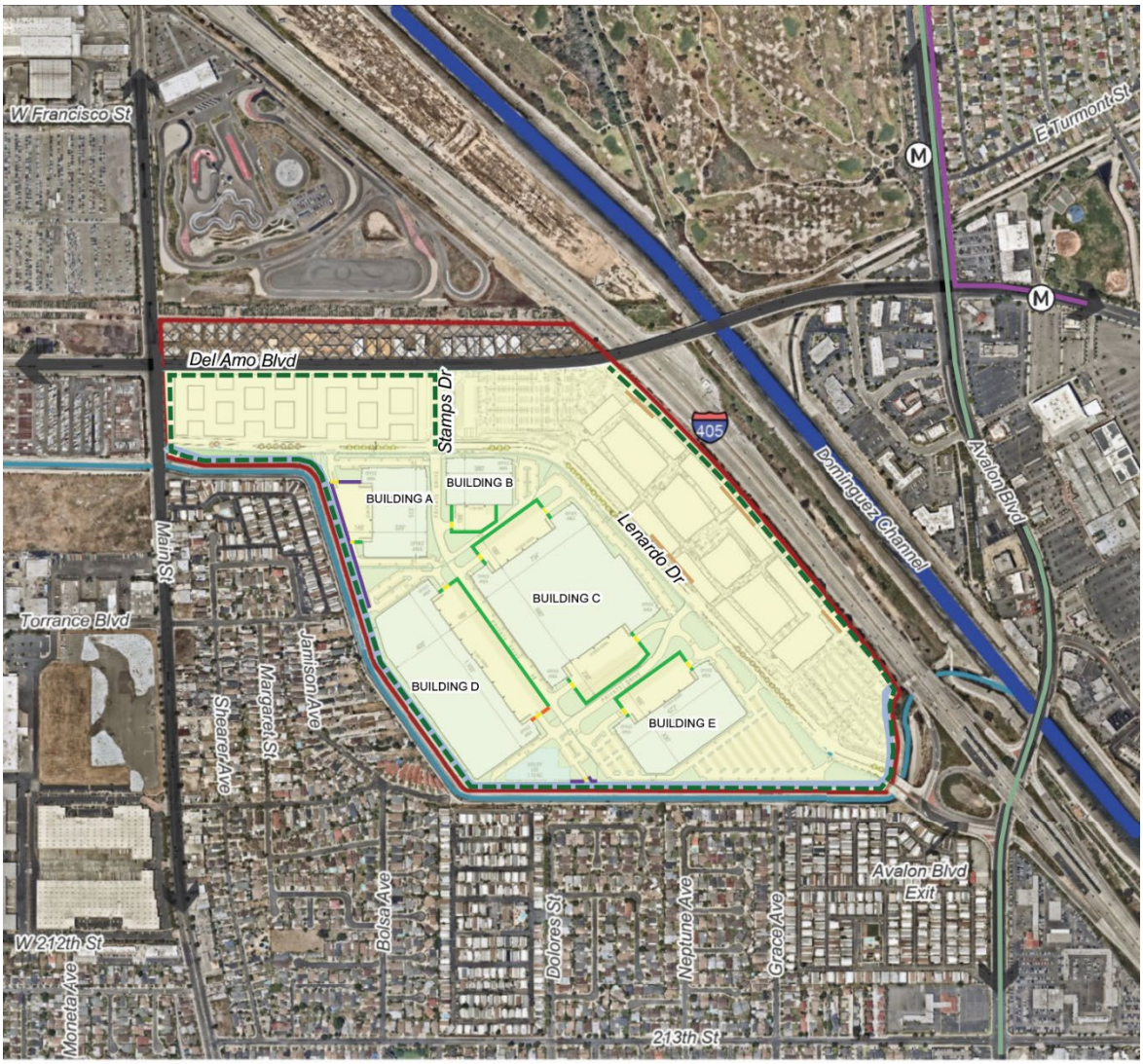
E. Any wall greater than 3 feet tall shall be screened with tall shrub planting, trees, or vines.

F. Landscape treatments shall be applied to spaces between a wall or fence and the adjacent sidewalk.

G. Commercial loading areas shall be screened and located appropriately, where it is feasible, to minimize visual and noise impacts. Wing walls and/or other architectural features may be used for this purpose.

H. The application of materials, colors, textures, and alignment in the design of walls and tubular picket fencing with acoustic windscreen shall be used to relieve visual monotony within at-grade development areas.

I. Light industrial loading areas shall be located appropriately and separated from non-compatible uses by walls to minimize visual and noise impacts. Light industrial loading areas shall incorporate walls as shown in Figure 6.10.



Specific Plan Boundary (168 acres)
Planning Areas 1, 2, & 3 (157 acres)
Development District 3 Boundary (11 acres)
Torrance Lateral Drainage Canal
Potential Perimeter Screening Wall
Screen Wall at Service/Loading/Trash Compactor Area (Maneuver Area Not Screened)
Torrance Lateral Edge
16'h Black Tube Steel Fence with Acoustic Windscreen
14'h Black Tube Steel Fence with Acoustic Windscreen
10'h Black Tube Steel Fence with Acoustic Windscreen
10'h Steel Gates

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.10 Conceptual Wall Locations

6.6 Signage

Because of their high visibility, signs are prominent elements of the physical environment of the Specific Plan Area. The signage program proposed by this Specific Plan shall welcome visitors and residents and help users navigate the Specific Plan Area. The sign development standards set forth below are intended to maximize the identification of the Specific Plan Area as a distinct location in a manner that enhances the overall image of the City of Carson.

The number, size, type, and location of all signs proposed for the 157-Acre Site will be governed by a comprehensive sign program for each proposed development within each Planning Area that will provide internal consistency in design style and direction for placement and size of signs, as well as a Master Sign Program for the overall 157-Acre Site (as discussed below). All such comprehensive sign programs will include a way-finding sign program and designs for all Project Name ID signage, which shall be consistent with and/or incorporated into a Master Sign Program adopted for the entire 157-Acre Site (as detailed below).

The comprehensive sign programs for each development within the 157-Acre Site shall also include provisions that ensure that lighting and illuminance from their respective signs shall not significantly intrude upon or impact adjacent residential uses. Each comprehensive sign program must be submitted and approved as part of the initial Site Plan and Design Review approval for any proposed project within the 157-Acre Site (pursuant to Section 7.1.6). Alternatively, if a comprehensive sign program (or components thereof) are submitted subsequently, it shall be reviewed administratively by the Director for consistency with this Specific Plan (along with the appropriate CEQA clearance documentation).[15]

The Master Sign Program shall include the design for the Freeway Pylon Signs and the Entry Monuments and Entry Signage. The first project developer within the 157-Acre Site that seeks issuance of building permits for its project shall be responsible to draft the Master Sign Program for the entire 157-Acre Site, prior to issuance of building permits for its proposed project development from the City. If necessary, however, the Master Sign Program may be prepared by the City with assistance from a consultant (with the reasonable costs of the development of same charged back to the developers of any Planning Areas to the extent applicable) . Regardless, the final Master Sign Program shall be subject to review, comment, and approval from the City.

The Master Sign Program may be adopted in phases with the approval of the City. If the Master Sign Program is adopted subsequent to the adoption of a comprehensive sign program for any development or Planning Area, it shall be consistent with any previously approved comprehensive sign program for such development or Planning Area (except as otherwise agreed to by any applicable developer and/or the City). Otherwise, any comprehensive sign program shall be consistent with the Master Sign Program.

All project sign lighting will be limited as follows:

A. Sign Lighting luminance will not exceed 500 candelas/m^2 luminance at night from 45 minutes after sunset until 45 minutes prior to sunrise, and 10,000 candelas/m^2 during daytime hours from 45 minutes after sunrise until 45 minutes prior to sunset. Sign luminance shall transition smoothly from daytime luminance to nighttime luminance and vice versa.
B. Sign Lighting where sign luminance has the potential to exceed 500 candelas/m^2 will include an electronic control mechanism to reduce sign luminance to 500 candelas/m^2 at any time when ambient sunlight is less than 100 foot-candles (fc).

[15] Signage proposed for the embankment lot (freeway signage) shall be subject to Planning Commission review and approval.

C. Sign Lighting with external illumination will seek to incorporate design elements to limit the direct view of the light source surface at all exterior light fixtures to ensure that the light source cannot be seen from adjacent residential-zoned properties.
D. If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign at night, then the sign luminance shall be reduced to less than 300 cd/m2 at night.
E. If any portion of the illuminated sign surface is visible from a residential use within 1,000 feet of said sign, sign area and/or sign luminance shall be limited so that the light trespass illuminance is less than 0.74 foot-candles at said residential property line.
F. Sign Lighting illuminance, including freeway pylon sign lighting along the I-405 freeway embankment lot, will not exceed a maximum nighttime brightness of 500 candelas/m^2.
G. Sign Lighting glare, with respect to the California Vehicle Code, will not exceed the maximum measured brightness of the light source within 10 degrees from the driver's normal field of view and shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less; the measured brightness of the light source in foot-lambert shall not exceed 500 plus 100 times the angle, in degrees, between the driver's field of view and the light source.

Additional general sign standards are provided in **Table 6.4**, while conceptual maps of sign location options are shown in **Figure 6.11, *Conceptual Sign Locations: Option A*; Figure 6.12**, ***Conceptual Sign Locations: Option B*;** and **Figure 6.13, *Conceptual Sign Locations: Option C***, final sign designs, including designs for any digital signage, may vary and will be provided as part of a comprehensive sign program that shall be reviewed and approved by the Community Development Director.

TABLE 6.4
SIGN STANDARDS

Sign Type[a]	Maximum Number	Maximum Sign Dimensions		Notes	Nighttime Luminance[b,i,j]	
		Height	Width		Digital	Static
Freeway Icon Pylon: (Options A and B)[c,d,e] Double Faced LED, Digital Display and Changeable Message	1	88 feet	65 feet	The supporting pylon width will be 10 to 25 feet. The 20-foot-high and 60-foot-long LED digital display board with Changeable Message Display and Color Changing Illumination will be attached to sign panels or a sign frame that will be a maximum of 25 feet high and 62 feet wide. The top of the reader board will be located no higher than 88 feet above measured I-405 Freeway elevation. Height is measured from the elevation of I-405 Freeway immediately adjacent to the sign location. Off-site advertising would be permitted subject to obtaining necessary approvals.	500 cd/m^2	—
Freeway Icon Pylon (Options A and B)[c,d,e] Static or Double-Faced LED, Digital Display and Changeable Message	1	88 feet	48 feet	The base width will be 10 feet to 25 feet. If the base is greater than 15 feet, the sign will taper up to 15 feet at top. The sign face will be 14 feet by 48 feet LED digital or static billboard display attached to the pylon. Height is measured from the elevation of the I-405 Freeway immediately adjacent to the sign location. Off-site advertising would be permitted subject to obtaining necessary approvals.	500 cd/m^2	500 cd/m^2
Option A (Additional 2 signs, for a total of 4 signs)						
Freeway Icon Pylon[c,d,e] Static	2	88 feet	25 feet	The base width will be 10–25 feet. If the base is greater than 15 feet, the sign will taper up to 15 feet at top. Up to 6 double-sided tenant signs. Tenant signs may be 6 feet by 20 feet each. PA3 Center ID may be placed on pylon. Height is measured from the elevation of I-405 Freeway immediately adjacent to the sign location.	—	500 cd/m^2
Option B (Additional 1 sign, for a total of 3 signs)						
Freeway Icon Pylon[c,d,e] Static or Double-Faced LED, Digital Display and Changeable Message Allowed	1	88 feet	48 feet	The base width will be 10 feet to 25 feet. If the base is greater than 15 feet, the sign will taper up to 15 feet at top. The sign face will be 14 feet by 48 feet LED digital or static billboard display attached to the pylon. Height is measured from the elevation of the I-405 Freeway immediately adjacent to the sign location.	500 cd/m^2	500 cd/m^2
Option C (Total of 4 signs)						

TABLE 6.4
SIGN STANDARDS

Sign Type[a]	Maximum Number	Maximum Sign Dimensions		Notes	Nighttime Luminance[b,i,j]	
		Height	Width		Digital	Static
Freeway Icon Pylon[c,d,e] Double-Faced LED, Digital Display and Changeable Message	2	88 feet (above grade)	70 feet	The supporting pylon width would be 10 to 25 feet. The size of the digital display would comply with applicable State law (currently 20 feet high and 60 feet long). The 20-foot-high x 60-foot-long LED digital display board with changeable message display and color changing illumination may be surrounded by an architectural frame no more than 10 feet to the outer dimensions of the 20-foot x 60-foot LED display face. Off-site advertising would be permitted subject to obtaining necessary approvals. Signage would rotate messages at maximum allowed by the Outdoor Advertising Act. The digital display pylon structure may contain up to six double-sided tenant signs, each 6 feet x 20 feet.	500 cd/m^2	—
Freeway Icon Pylon[c,d,e] Double Faced LED, Static, Digital Display and Changeable Message	2	88 feet (above grade)	70 feet	The supporting pylon width would be 10 to 25 feet. The size of the static digital display would comply with applicable State law (currently 20 feet high and 60 feet long). The 20-foot-high x 60-foot-long LED static digital display board with changeable message display and color changing illumination may be surrounded by an architectural frame no more than 10 feet to the outer dimensions of the 20-foot x 60-foot LED display face. Off-site advertising would be permitted subject to obtaining necessary approvals. Signage would rotate messages at maximum allowed by the Outdoor Advertising Act. The speed of rotation of static digital displays is slowed to comply with State law. The static digital display pylon structure may contain up to six double-sided tenant signs, each 6 feet x 20 feet.	—	500 cd/m^2
Project Name ID	4 – PA2	15 feet	45 feet	The design, size, and location of the sign shall be determined by the Developer/Applicant(s) in the comprehensive sign program at a later date.[b,k]	—	500 cd/m^2
Project Name ID	3 – PA1 and PA3	15 feet	45 feet	The design, size, and location of the sign shall be determined by the Developer/Applicant(s) in the comprehensive sign program at a later date.	—	500 cd/m^2
Entry Monument	Up to 3 permitted — 1 at Lenardo Drive & Main St, 1 at Del Amo Blvd & Stamps Drive, and 1 at Lenardo Drive & Avalon Blvd	38 feet	15 feet	The entry monuments are to provide identity signage for the Specific Plan as a whole and for the developments on each Planning Area. The design, size, and location of the signs shall be determined by the City in one or more Comprehensive Sign Programs submitted by an Applicant at a later date.	—	500 cd/m^2
North Del Amo Entry Element	2 – DD3	8 feet	12 feet	If the signage serves residential development, the sign dimensions shall be no greater than 6 feet high by 8 feet wide. Height is measured from the finished pad.	—	500 cd/m^2

TABLE 6.4
SIGN STANDARDS

Sign Type[a]	Maximum Number	Maximum Sign Dimensions		Notes	Nighttime Luminance[b,i,j]	
		Height	Width		Digital	Static
Parking Garage Signage and Commercial – Elevated Podium Wall Signage	Multiple – PA2	30 feet	300 feet	The multiple letter and graphic signs for tenant names, and static billboard display shall be allowed on parking garage and commercial – elevated podium wall area facing Freeway, Lenardo Drive, and site parking fields with 60 percent maximum wall coverage.	—	500 cd/m^2
Wall-Mounted Project ID Exterior[f,g]	2 – PA2 2 – PA2 7 – PA3	12 feet 8 feet 5 feet	330 feet 230 feet 8 feet	Individual illuminated sign letters located on building walls.	—	500 cd/m^2
Plaza Project ID Exterior (Entry SW and NW corners)	2 – PA2	10 feet	12 or 24 feet	Individual illuminated sign letters. 2 to 4 letters each location at grade level exterior plaza.	—	500 cd/m^2
Wall Billboard Exterior	4 – PA2	20 feet	60 feet	Static billboards with external front illumination. Billboards allowed to extend above top of building wall. Billboards allowed to convert to digital LED display board in the future. No off-site advertising permitted.	500 cd/m^2	500 cd/m^2
Wall Billboard Exterior	2 – PA2	14 feet	48 feet	Static billboards with external front illumination. Billboards allowed to extend above top of building wall. No off-site advertising permitted.	—	500 cd/m^2
Roof Billboard Interior	8 – PA2	10 feet	34 feet	Static billboards with external front illumination. Billboards located on roof above top of building wall. No off-site advertising permitted.	—	500 cd/m^2
Wall Billboard Interior	1 – PA2	14 feet	48 feet	Static billboard with external front illumination. Billboard allowed to convert to digital LED display board in the future. No off-site advertising permitted.	500 cd/m^2	500 cd/m^2
Integrated Identity Architectural Wall Graphic[h]	6 – PA2	(2) 27 feet (1) 24 feet (1) 24 feet (1) 24 feet (1) 24 feet	330 feet 265 feet 235 feet 220 feet 105 feet	Painted Specific Plan ID Name integrated into architectural wall vertical fin design	—	—

TABLE 6.4
SIGN STANDARDS

Sign Type[a]	Maximum Number	Maximum Sign Dimensions		Notes	Nighttime Luminance[b,i,j]	
		Height	Width		Digital	Static

NOTES:

cd/m^2 = candelas per square meter

A Comprehensive Sign Program was approved for PA2 on April 3, 2018, by City of Carson City Council Resolution No. 18-042 in association with certification of the 2018 SEIR.

The number, area, type and location of wall mounted business ID signs for Planning Areas 1 and 3 shall be determined through the approval of a comprehensive sign program and/or, if applicable, a Master Sign Program. As described in Chapter 7 of this Specific Plan, an increase in sign area and/or number of signs of not more than 10 percent and other than pylon signs, a relocation of sign location or an increase in sign height of not more than 10 percent is allowed with an Administrative Permit.

Except where noted for Freeway Icon Pylons set forth above, no off-site advertising shall be permitted.

a All free-standing signs may be double-sided. All digital LED signs may have color changing illumination.

b Prior to approval of any Development Plan or comprehensive sign program, a view analysis shall be conducted by sign owners and/or the CRA/City to determine the exact location of the freestanding freeway-oriented signs (i.e., pylon signs) to ensure maximum visibility and maximum usability of all these signs. The view analysis shall be submitted as part of an application package for City review and approval. Every effort shall be made to preserve the visibility of the freeway-oriented wall mounted signs for PA2.

c The Community Development Director (or a designee) shall also have the authority to select Option A, Option B, or Option C for the Freeway Icon Pylon Signs.

d Signage adjacent to a freeway will comply with applicable Caltrans standards and requirements, including the Outdoor Advertising Act.

e CRA is the owner of the Embankment Lot where all Billboard Signage shall be placed and thus, the CRA shall retain all rights to development of any signage upon the Embankment Lot, unless otherwise granted to developers of the Site pursuant to a Development Agreement approved by the City.

f Wall-mounted project ID exterior signs may project above top of building wall.

g Only one wall-mounted project ID exterior sign will be permitted for buildings in PA3, except where a building is shared by two tenants.

h Integrated Identity Graphics/Murals are not considered signage; they are considered as architectural features, which are excluded from permitted signage area.

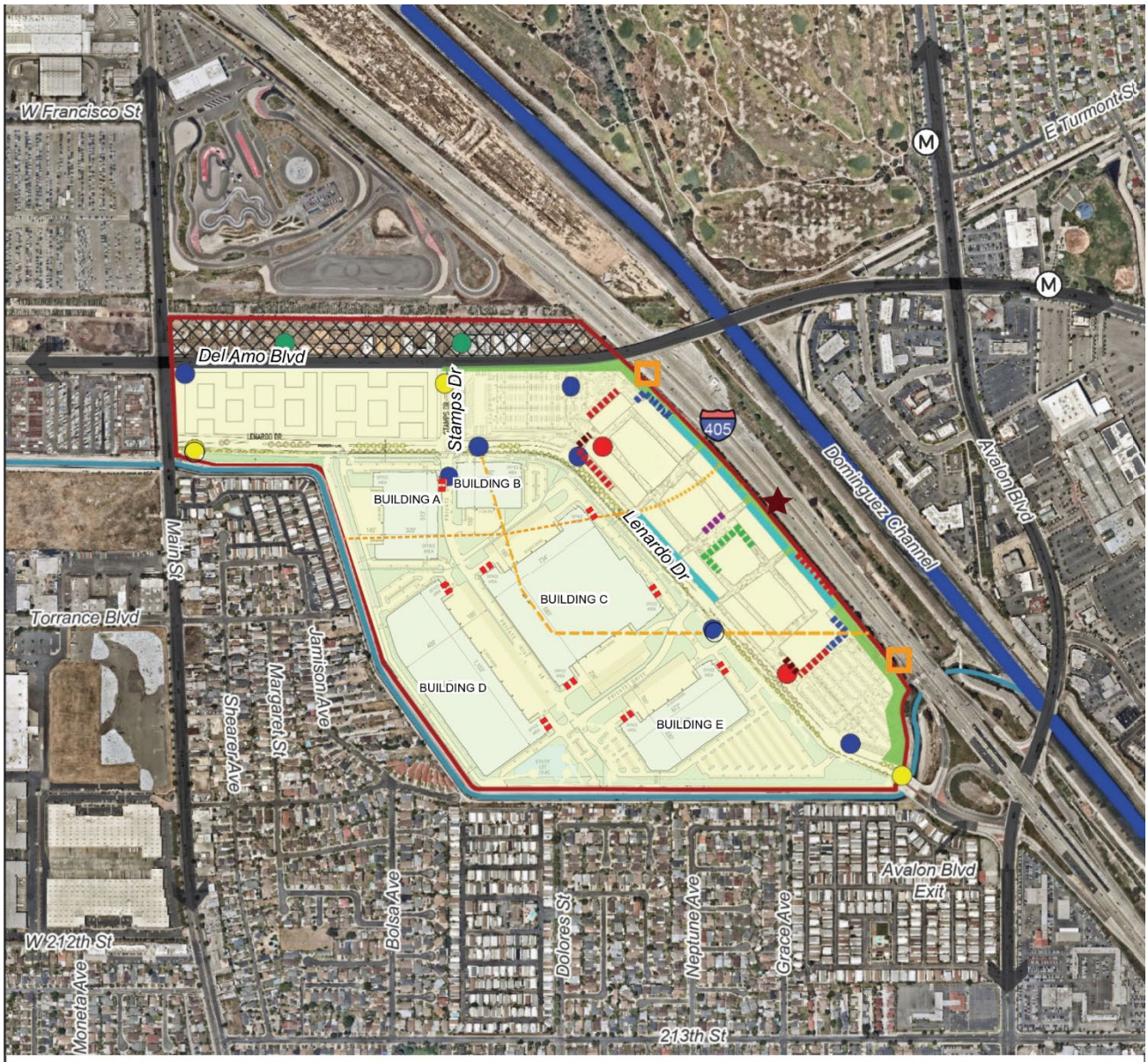
i If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign at night, then the sign luminance shall be reduced to less than 300 cd/m2 at night.

j If any portion of the illuminated sign surface is visible from a residential use within 1,000 feet of said sign, sign area and/or sign luminance shall be limited so that the light trespass illuminance is less than 0.74 foot-candles at said residential property line.

k The design, size, and location of the sign shall be guided by approved 2018 Comprehensive Sign Program for PA2.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.11 Conceptual Sign Locations: Option A



Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Channel

Integrated Identity Architectural Wall Graphic (informational only, not included in permitted sign area

Wall Mounted Project ID - Exterior

Wall Billboard - Exterior

Roof Billboard - Interior

Wall Billboard - Interior (may convert to LED)

Wall Billboard - Exterior (May Convert to LED)

1,000' Offset from residential uses to the north

Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message, PA2

Freeway Icon Pylon, Double Faced LED, Digital Display and Changeable Message

North Del Amo Entry Element

Project Name ID

Entry Monument

Plaza Project ID - Exterior

Due to scale of this image, Wall Mounted Project ID - Exterior notations not shown

1,000' Offset from residential uses to the west/southwest/south

Embankment Lot (5 acres)

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.12 Conceptual Sign Locations: Option B

SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.13 Conceptual Sign Locations: Option C

6.7 Lighting

The lighting standards set forth herein are intended to establish a design framework to guide all future lighting improvements and meet specific lighting standards for each particular development application and type of use anticipated by the proposed development within each Planning Area. The standards herein define the scale, brightness, direction, and shielding for all lighting installations with respect to any project developed within the 157-Acre Site and are intended to restrict light intensity, minimize off-site impacts, prescribe light control methods, and limit light pole heights. Design of lighting is intended to provide comfortable spaces for people to walk around the 157-Acre Site and ensure the safety of residents, visitors, shoppers, and employees. A Lighting Palette Guideline, consisting of various lighting styles, is included in Appendix B, The District at South Bay Lighting Palette.

The lighting standards and the resulting lighting improvements and requirements contained herein are based on evaluation of the proposed lighting impact of the proposed developments and signage within the 157-Acre Site on the surrounding community (which are subject to further confirmation through a comprehensive sign program approved for each Planning Area prior to implementation). The lighting standards contained herein are based upon criteria and standard practices established by the Illuminating Engineering Society of North America (IESNA) for measurement and design of light sources, illuminated surfaces, and lighting systems.

All lighting proposed by any development within the 157-Acre Site must comply with the light requirements included in the California Green Building Standards (CALGreen) Code for light trespass illuminance and glare, which requires Building Lighting (defined as all exterior and interior lighting associated with the structure) to be less than 0.74 foot-candles (fc) if visible from a residential property, and limits glare from Building Lighting to less than 30:1 contrast ratio, if visible from a residential property.

Generally, all light sources must be shielded to prevent direct view of high brightness light sources to adjacent off-site properties. The lighting standards contained herein provide for specific control of the direction of light so as to limit glare and any off-site view of glare. These controls are intended to limit the light distribution angle so that light is primarily directed down to the ground or up to a vertical surface. Special event lighting and construction lighting are exempt from these angular criteria if the light is focused to restrict any direct illumination upon adjacent residential properties.

To provide for safe illumination for vehicles and pedestrians traveling within the 157-Acre Site, pole-mounted lights will be required for roads and sidewalks. These pole-mounted lights should be placed in landscape/ parkway strips instead of directly in the sidewalk pavement, when possible. To prevent direct view of these pole-mounted light sources located off-site and to reduce the overall brightness of the 157-Acre Site, the standards establish maximum heights for street and pedestrian lighting fixtures, maximum horizontal illuminance (foot-candles) at the ground level, and average to minimum uniformity ratios for light at the ground level. The lighting standards contained herein define special lighting criteria for parking areas to prevent direct view of lighting fixtures. The recommended criteria are summarized below as a table of measurable numerical criteria based on the various options for the allowed project development within the 157-Acre Site.

Lighting conditions, standards, and light level requirements are presented for the following: pedestrian sidewalks and walkways, perimeter and interior roadways, commercial exterior, office exterior, light industrial exterior, residential exterior, at-grade parking, parking structures/parking under raised podiums,

Publicly Accessible Private Open Space, and landscape illumination. Design performance standards are established for each of the above-mentioned components by the following issues and their listed measurable criteria:

- **Light level requirements:** Task illuminance (foot-candles)
- **Light control methods:** Glare/light distribution (luminaire photometrics)
- **Visibility:** Pole height limits (section diagram)
- **Design style or character:** Luminaire and pole characteristics, pattern of light, and color of light

Two sets of lighting plans are to be drawn, stamped, and signed by a licensed lighting consultant and submitted and approved by the Community Development Director prior to the issuance of any building permits, which shall be in accordance with the standards and requirements set forth herein.

6.7.1 Light Level Requirements

The residential, commercial/retail, light industrial, and publicly accessible private open space uses of the 157-Acre Site will include activities at night, which will require illumination for vehicular and pedestrian access, advertising, and on-site tasks or functions such as deliveries and truck loading, subject to the Mitigation Measures and Project Design Features set forth in the 2022 SEIR MMRP. Each of these activities has a defined light level standard (illuminance, measured in foot-candles) as well as unique color, brightness, pattern, and architectural features. Low-pressure and high-pressure sodium lamps will not be considered for design purposes within these standards. To provide for more aesthetically pleasing environmental conditions, the use of low-pressure and high-pressure sodium lamps is not permitted due to their low correlated color temperature, particularly less than 2,100 Kelvin.

Table 6.5, *Light Intensity Standards*, summarizes the light intensity levels recommended by the IESNA for safe operation of vehicles and pedestrian security as applied to the proposed development within the 157-Acre Site. Future lighting improvements should meet or exceed these minimum standards to provide adequate light for public access and safety. These standards are the recommended average maintained horizontal illuminance values for each specified use within the 157-Acre Site. As used below, “entrances” refers to entrance areas where lighting is required for entrance identification and “egress lighting” applies to areas where lighting is required for safe path of travel.

Pedestrian Sidewalks and Walkways

The lighting for pedestrian sidewalks and bikeways shall be to a level that increases pathway visibility and safety of pedestrians and bicyclists. Pedestrian-scale lighting should be provided along interior streets, as deemed appropriate by the Community Development Director.

TABLE 6.5
LIGHT INTENSITY STANDARDS

Specific Use/Area	Location of Foot-Candles	Foot-Candles (fc) Average	Uniform Ratio (min to max fc)
Sidewalks			
Residential	Pavement or in landscape	0.6	—
Commercial	Pavement	1.0	—
Perimeter and Interior Roadways			
On-site circulation roads	Pavement	1.0	5:1
Entrance roads	Pavement	2.0	5:1
Commercial Exterior			
Entrances	Doorway	5.0	—
Facade floodlighting	Building	3.0 to 15	—
Elevated podium building façade lighting	Building	3.0 to 15	—
Office Exterior			
Entrances	Doorway	3.0	—
Façade lighting	Building	3.0	—
Light Industrial Exterior			
Entrances	Doorway	0.5	—
Residential Roadways			
Roadway	Pavement	0.6	5:1
At-Grade Parking			
Parking	Parking Surface	1.0	15:1
Parking Structures/Parking Under Raised Podiums			
Parking	Parking Surface	5.0	10:1
Publicly Accessible Private Open Space			
Restaurants, performance pavilion, dog park, beer garden, etc.		0.7	30:1
Landscape			
Tree up-lighting	Foliage	1.0	—

NOTE: Light Intensity Standards are minimum standards except where range is shown. Pursuant to CALGreen, Building Lighting at the property line is required to be less than 0.74 fc at adjacent residential property lines. Development must comply with CALGreen regulations for light trespass illuminance and glare, which includes limits to glare from Building Lighting to less that 30:1 contrast ratio. If any portion of the illuminated surface of the sign is visible from a residential use within 1,000 feet of said sign at night, then the sign luminance shall be reduced to less than 300 cd/m^2 at night. If any portion of the illuminated sign surface is visible from a residential use within 1,000 feet of said sign, sign area and/or sign luminance shall be limited so that the light trespass illuminance is less than 0.74 foot-candles at said residential property line.

Perimeter and Interior Roadways

The lighting for perimeter and interior roadways shall provide adequate illumination for safe and efficient vehicular travel and conform to the illumination standards of the American National Standards Institute (ANSI), IESNA. Roadway lighting fixtures shall comply with Backlight Uplight and Glare (BUG) requirements of CALGreen and shall either be equipped with glare shields or be of a full cutoff type reflector system.

Commercial Exterior

The lighting for the exterior of commercial/retail/restaurant buildings and spaces shall be safe and attractive to customers. This can be achieved mainly with entrance accent lighting and targeted façade floodlighting. "Entrances" and "Façade lighting," as listed in Table 6.5, refer to entrances of dense retail developments with heavy nighttime vehicular and pedestrian traffic.

Office Exterior

The lighting for the exterior of ancillary office spaces shall be to a level that provides security and egress. If the office use is part of a mixed-use building, then the commercial criteria can override the values shown in Table 6.5. "Entrances," as shown in Table 6.5, refers to entrances that are unoccupied at nighttime, requiring lighting for entrance identification. Egress lighting shall be provided at a level that provides security and safe egress.

Light Industrial Exterior

The lighting for the exterior of light industrial buildings and outdoor spaces within PA3 shall be to a level that provides sufficient security and egress. Light industrial uses will be operational 24 hours per day, 7 days per week. To ensure that this activity does not negatively affect residential uses across the Torrance Lateral, light spillage from the light industrial facilities within PA3, including lighting at loading docks, must comply with the Carson Municipal Code Section 9162.53, which requires that lighting be shielded and directed away from nearby residential properties and streets, as well as the CALGreen BUG and light trespass lighting standards, which limit glare are light trespass. Light fixtures that would be implemented within PA3 in the light industrial areas are shown in Appendix B.

The Building Lighting within PA3 must comply with the requirements of CALGreen, which stipulate the height and shielding of the lighting sources to limit glare visible from any adjacent residential use property.

Residential Exterior

The lighting for the exterior of residential buildings and outdoor spaces shall be to a level that provides security and safe egress. If part of a mixed-use building, then the commercial exterior criteria, as shown in Table 6.5, can be applied to residential uses instead.

At-Grade Parking

The lighting for at-grade parking lots shall be to a level that provides safe movement of vehicles and pedestrians, and the security and safety of customers and employees, as approved by the Los Angeles County Sheriff's Department. Lighting fixtures for parking lots shall be equipped with spill control and/or with full cutoff capability at light poles at property perimeter with no cut-off at parking field interior poles. Lighting fixture standard height shall not be in excess of what is necessary to meet with recommended minimum illuminance levels identified in Table 6.5.

Parking Structures/Parking under Raised Podiums

The lighting for parking structures and parking under raised podiums shall be provided at a level that enhances pedestrian safety and visibility; however, lighting of off-street parking areas shall be directed away from nearby residential properties and streets to avoid creation of light trespass nuisances or impacts.

Landscape Illumination

In vertical landscape (i.e., palm and decorative trees with foliage), up-lighting illumination is encouraged.

6.7.2 Light Control Methods

A. Glare/Light Distribution: Offensive or unattractive lighting results from excessive contrast, or glare. Glare conditions usually result from highly visible lamps (light bulbs) within landscape, streetlights, parking, security, or entertainment lighting. Proper design and selection of light fixtures, mounting heights, and placement will control the visibility and perceived brightness of light sources from outside or within the Specific Plan Area and, therefore, limit the perception of glare. The lighting standards establish criteria to control the light output, mounting height, and placement of fixtures to reduce glare.

B. All Parking and Roadway light poles from 12 to 40 feet high shall be in accordance with Section 5.106.8 of the CALGreen Code, which limits light fixture brightness adjacent to the property line of the Specific Plan Area.

C. Pole Height Limits: Light pole height limits shall be as shown in **Figures 6.14, *Conceptual Site Lighting Exhibit Key Map*, through 6.20, *Section F – Light Industrial Buildings A and E Loading Dock Lighting***, which are required to prevent light trespass from the Specific Plan Area onto adjacent properties. These height restrictions will not eliminate complete visibility of the pole itself. Height restrictions in combination with the shielding and glare control restrictions will decrease visibility of the high brightness lamps within the pole fixtures and will prevent stray light from extending over the property line of the Specific Plan Area. Lighting shall be constructed, shielded, and directed so that adjacent residences are not impacted by light or glare coming from the Specific Plan Area.

6.7.3 Site Lighting Exhibits

Lighting design exhibits as shown on Figures 6.14 through 6.20 demonstrate conceptual lighting design for each area with intended pole locations and heights, and luminaire head orientations. Location of streetlights is subject to the approval of the City Engineer and the Community Development Director and may be placed in either the landscape/parkways or the medians.

Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

A. Del Amo Entrance
B. Del Amo Boulevard
C. Typical Lenardo Drive
D. Typical Private Drive
E. Freeway Edge (I-405 Freeway/Commercial Interface)
F. Typical Residential/Industrial Loading Dock Interface
G. Typical Residential/Carson Country Mart Interface

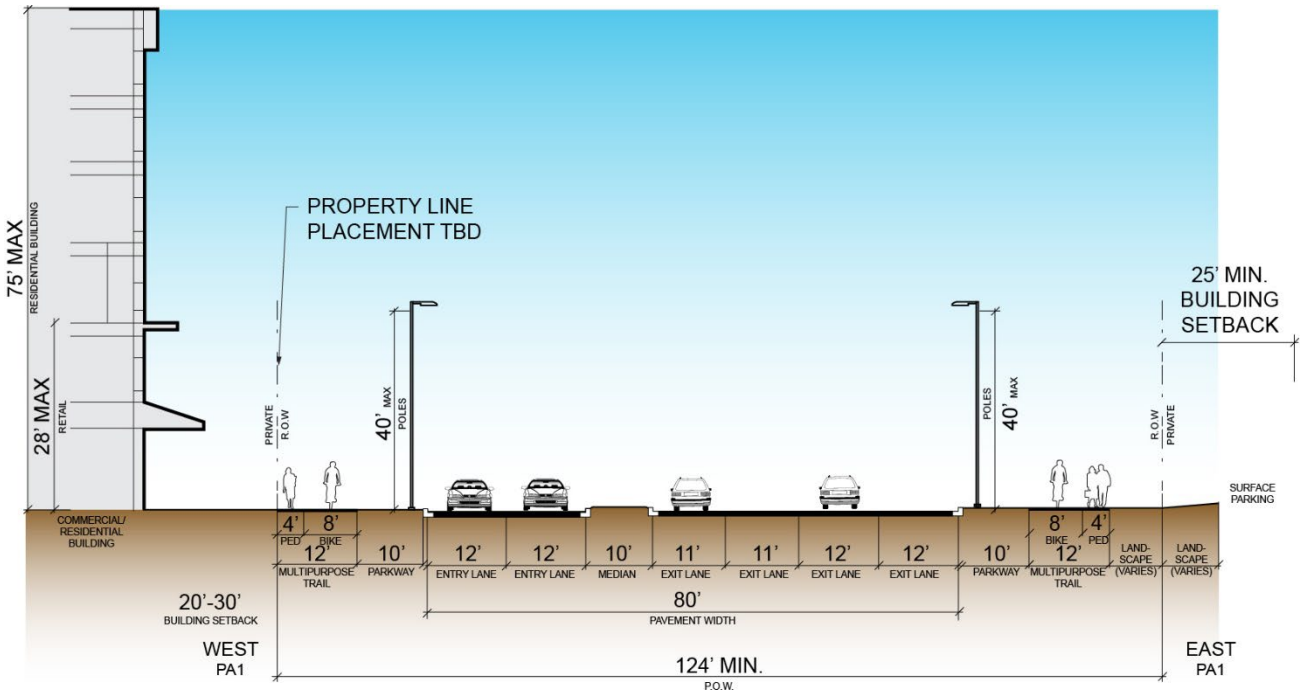
N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

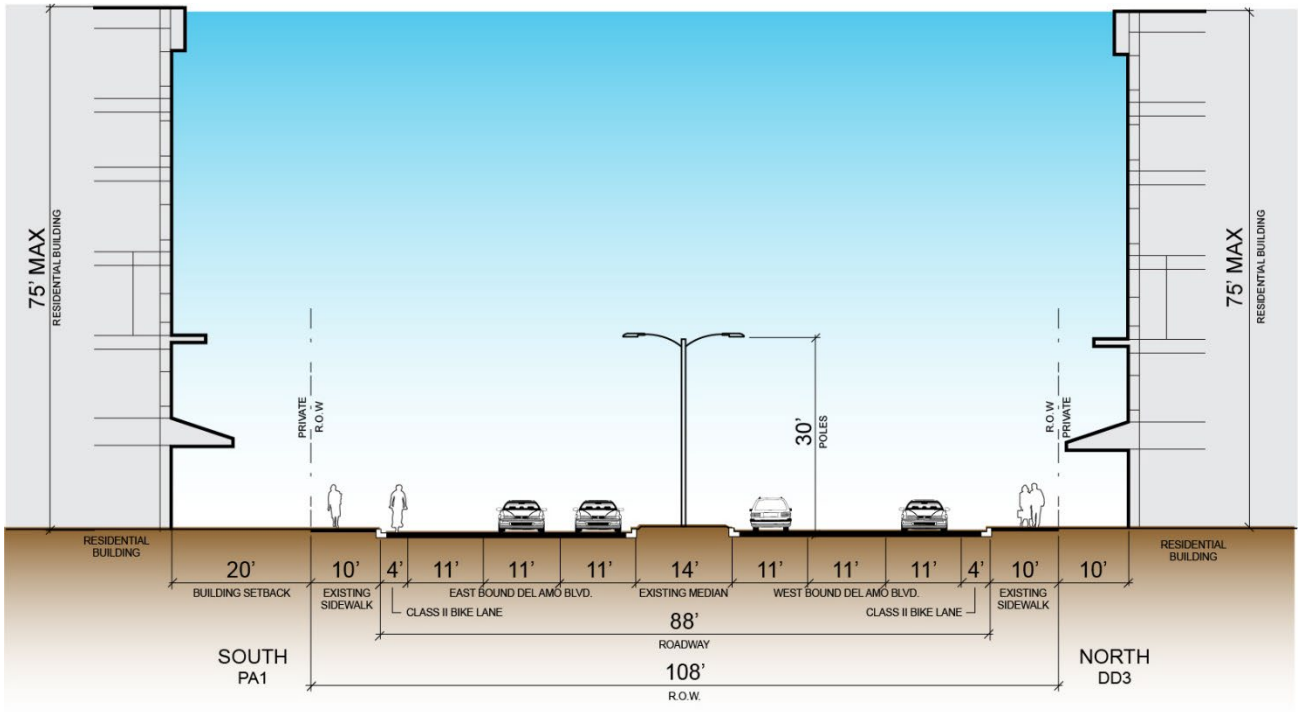
SOURCES: RGA, AO, ESA, MBI 2026

Figure 6.14 Conceptual Site Lighting Exhibit Key Map



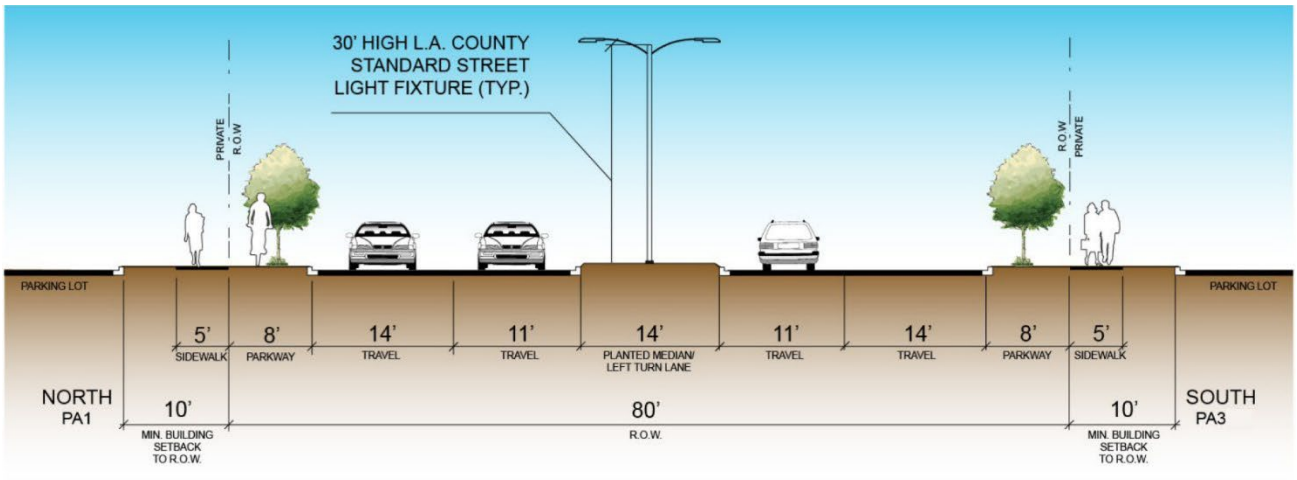
SOURCES: RGA, AO 2026

Figure 6.15 Section A – Del Amo Entrance along Stamps Drive Lighting



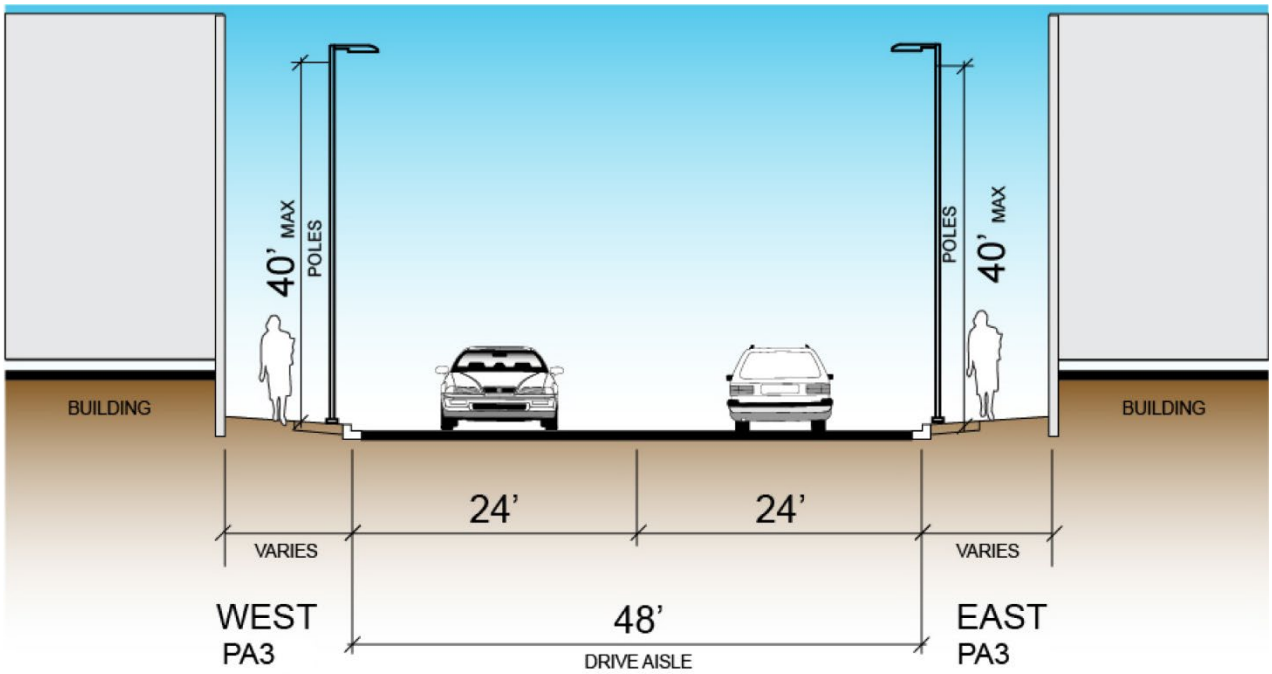
SOURCES: RGA, AO 2026

Figure 6.16 Section B – Del Amo Boulevard Lighting



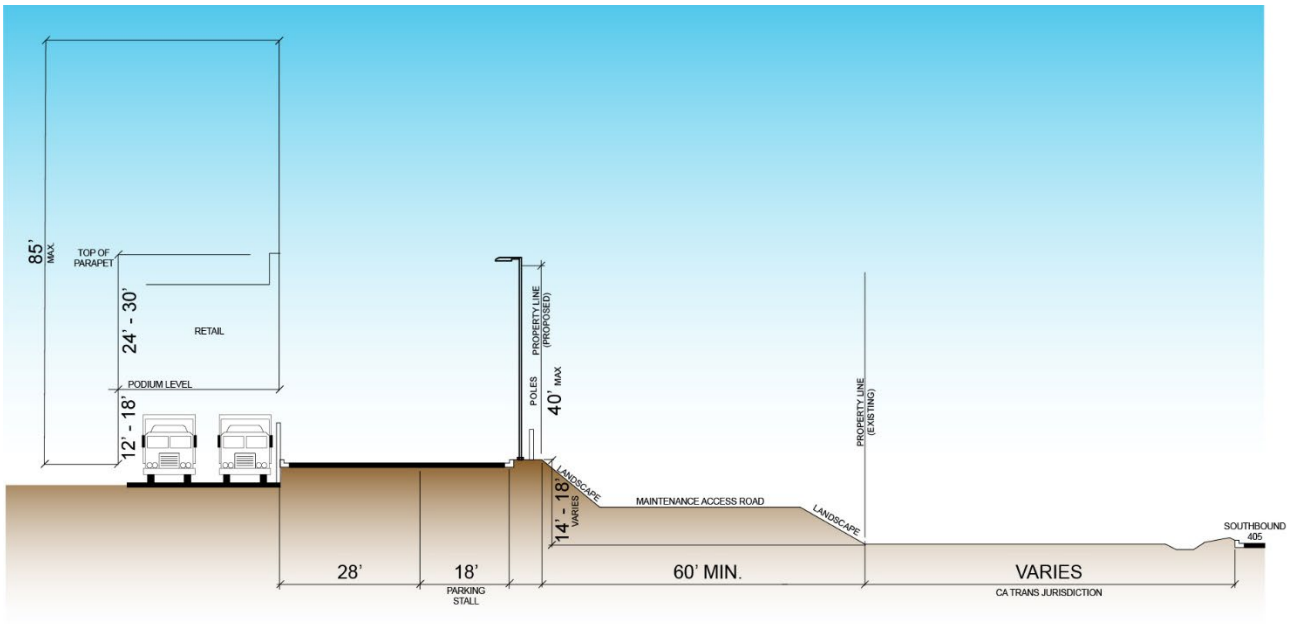
SOURCES: RGA, AO 2026

Figure 6.17 Section C – Typical Lenardo Drive Lighting



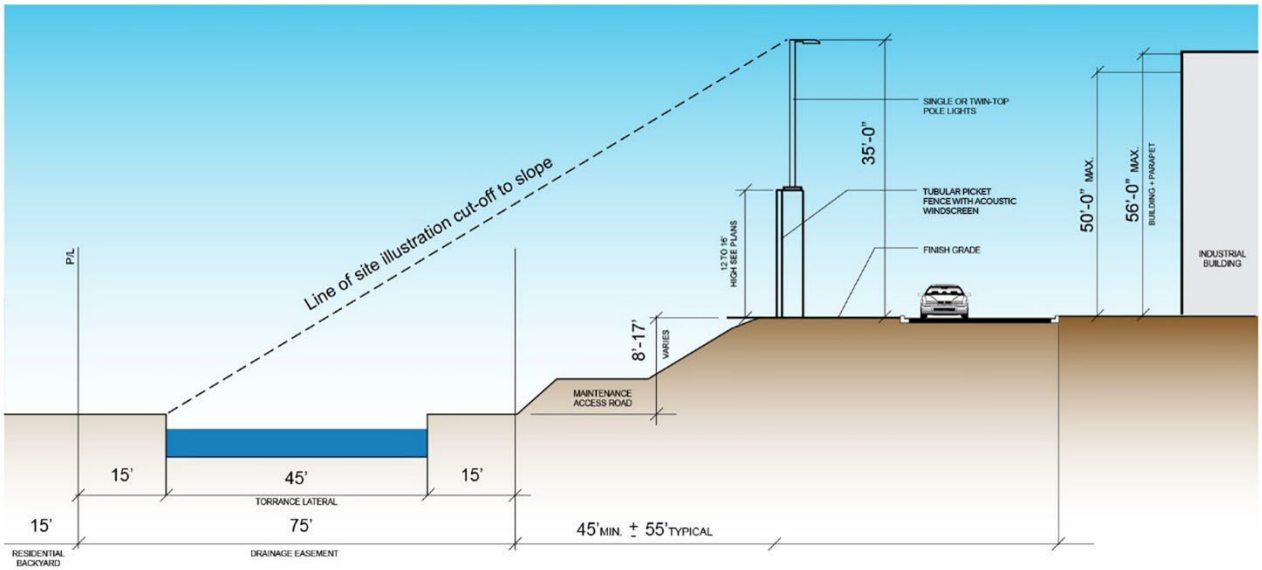
SOURCES: RGA, AO 2026

Figure 6.18 Section D – Private Drive Lighting



SOURCES: RGA, AO 2026

Figure 6.19 Section E – Freeway Edge (I-405/Specific Plan Area Interface) Lighting



SOURCES: RGA, AO 2026

Figure 6.20 Section F & G – Light Industrial Buildings A and E Loading Dock Lighting

6.8 Drive-through, Service, Trash, and Utility Areas

A. Stacking lanes for any drive-through food service windows shall accommodate a minimum of eight vehicles.

B. Stacking lanes for drive-through restaurants shall be visually screened and shall be situated so as to not block any other drive aisle or parking spaces. Stacking lanes may be screened with a combination of ornamental fences, vegetation, and/or decorative walls.

C. Drive-through restaurants should be adjacent to the sidewalk and/or open space and should have pedestrian access from the sidewalk for convenience. However, restaurants should be primarily adjacent to and/or screened by planting areas to conform with the park-like environment.

D. Service, maintenance, storage, and trash areas shall be located in discreet places to the extent feasible while still allowing convenient access for each tenant, and screened with landscaping from adjacent public rights-of-way, public plazas, pedestrian corridors, and building façades.

E. Except as set forth in Section 6.8.C and D, all trash and garbage bins shall be stored in an enclosure and designed to architecturally integrate within the overall design theme of the development. Except as set forth in Section 6.8.C, all exterior trash enclosures shall include a solid roof or canopy.

F. Trash enclosures located in obscured areas such as behind buildings or adjacent to loading areas shall also be screened from view, but the design of the enclosure shall consist of solid fencing only—landscaping and decorative treatments are not required in these areas. At the discretion of the Community Development Director, screening or gates may not be required for trash areas not visible from public streets or pedestrian areas.

G. Trash enclosures shall be constructed of substantial building materials used in the design of the building(s). Gates shall be constructed of durable building materials that screen a minimum of 80 percent of the view of the trash enclosure. Wood or chain-link gates are not permitted.

H. Trash enclosures shall be located on a 4-inch concrete pad screened by a 6-foot-high decorative wall clad with stucco, brick, or with a material that is compatible with the architectural design of the adjacent building. Enclosures shall incorporate an opaque decorative gate, a screened pedestrian access door, and exterior enclosures should have a decorative solid roof or canopy to provide visual screening.

I. Trash enclosure design shall be approved by the Community Development Director prior to issuance of any building permit(s).

J. When nonresidential buildings are to be constructed adjacent to existing residential uses, loading and delivery shall be planned to occur on the side of the building, away from residences when feasible. Loading and delivery areas shall not be located in a required setback area, with odors to be mitigated by walls and/or setback areas where feasible.

K. Service areas, enclosures, and loading docks shall be designed so that they are not directly visible from a public street or shall be appropriately screened. Screening shall be achieved through a combination of building design, walls, landscaping, and/or siting of outdoor storage areas. Screening shall match the design of the building and the overall landscape design theme of the development.

L. Truck loading docks for each building adjacent to the Torrance Lateral shall be screened from surrounding residents through the use of landscaping and/or sound walls.

M. Truck maneuvering/circulation areas adjacent to residential properties shall be designated to prohibit trucks from parking and idling in these locations, except in approved loading spaces or docks.

N. Outdoor storage enclosures in light industrial areas shall be screened from public view.

6.9 Access and Deliveries

A. All development within the 157-Acre Site shall be accessible via public roads, private roads or access easements.

B. Short-term parking for delivery of mail, small shipments and other pick-ups/deliveries shall be provided so as not to impede overall circulation.

C. Site circulation and access shall allow for and facilitate emergency access to the site and all buildings within the 157-Acre Site.

6.10 Artistic Features

Artwork is an instrumental feature of this Specific Plan that is intended to create a connection between the public and the Specific Plan Area. Artistic features make spaces more interesting, help to distinguish one place from another by creating landmarks that are easily recognizable, and create a unique shopping, working, and living environments. Artistic features also make public spaces more welcoming. Unless otherwise provided by a Development Agreement entered into by the City with any applicant/developer for any Planning Area or by ordinance approved by the City for any Planning Area or portion thereof, the following artistic feature requirements and guidelines shall apply to all construction within the Specific Plan Area, as further described below:

6.10.1 Artistic Feature Requirements

A. Artistic features within the Specific Plan Area shall be provided for the following:

1. New development having total project costs of $300,000 or more, as determined by the City's valuation of building permits issued for the development;
2. Expansion of existing buildings or remodeling of existing buildings when any such work has a building permit valuation of $300,000 or more.

B. The artistic features provided within each Planning Area shall have a value equal to 0.5 percent of the total building costs (as determined by the City's reasonably estimations for building permit valuations), excluding any purchase price for the land, site development (i.e., all site development below the foundation layer/foundation slab; all costs of the foundation slab, BPS improvements, and additional costs required for development above the subsurface layer of the site shall be included in the measurement of the building costs; all other site development shall be excluded from the calculation), off-site requirements, and remediation costs. The value of the artwork shall include the art piece itself and the cost of installation.

C. Artistic features shall be installed concurrently with the construction of each building that triggers the artistic features requirement; or the value of the required artistic features for each building can be consolidated, or banked, and applied to the provision of larger installations that serve multiple buildings.

D. The artistic features requirements shall not apply to reconstruction of structures that have been damaged by fire, flood, wind, earthquake, or other calamity.

6.10.2 General Provisions

A. Artwork siting and its visibility are important design considerations. The artistic features shall be easily visible to the general public and be located in areas specifically designated on the approved building plans. Appropriate locations may include entryways, entry signage, publicly accessible private open space, parks, plazas, pathways, and building exteriors.

B. Installation of the artistic features shall be planned and implemented allow for unobstructed public viewing from as many angles as possible.

C. The artistic features shall be constructed of permanent materials with a high level of durability and weather resistance and requiring a low level of maintenance.

D. The continued maintenance of the artistic features in the Specific Plan Area shall be the responsibility of the applicable Planning Area developer (and its successors/assigns). Stolen or vandalized art must be replaced or repaired as close as possible to its original form.

E. The artistic features must be designed by artists with experience and knowledge of monumental-scale artwork.

F. All forms of original visual art are encouraged, including but not limited to:

   1. Painting of all media, such as portable and permanently affixed works such as murals;
   2. Sculptures, which may be in the round, bas-relief, high relief, mobile, fountain, kinetic, electronic, architectural, etc. in any material or combination of materials;
   3. Other visual media including but not limited to: prints, drawings, stained glass, artistic lighting, mosaics, photography, clay, wood, metals, paving, plant materials, plastics, or other durable and weather-resistant materials.

G. A wide range of style, materials, and types of artworks is encouraged to assure a balanced and interesting collection.

H. Artwork shall be constructed in a size proportional to the scale of the development.

I. Artwork shall be an integral part of the landscaping and/or architecture of building development within any Planning Area.

J. Exterior artistic features should be adequately lit to be clearly visible from sidewalks during evening hours. Interior artworks should be adequately lit during all hours of public access.

K. Artworks shall be a permanent part of any development within any Planning Area and must remain in place for the life of the development. If any development within the Specific Plan Area is rebuilt or remodeled, the required art shall be re-created according to this Section of the Specific Plan.

When property within the Specific Plan Area is transferred to new owners, they shall be informed of their responsibility to maintain the artwork and surrounding landscaping and lighting and of their inability to remove any existing artwork without written City approval.

6.11 Noise

Noise sources in the proximity of the Specific Plan Area include roadway noise from the San Diego Freeway (I-405 Freeway) and local roadways such as Main Street, which are located east and west of the Specific Plan Area, respectively. Del Amo Boulevard is also a predominant noise source. Traffic on the Harbor Freeway (I-110 Freeway) and Avalon Boulevard also contribute to noise levels at within the Specific Plan Area, although to a lesser degree due to the effect of distance, intervening buildings and topography. Other community noise sources include noise from commercial uses, industrial uses, and residential uses. Refer to the Project Characteristics detailed in the 2021 Draft SEIR. Refer also to 2022 SEIR Mitigation Monitoring and Reporting Program (MMRP) for all Mitigation Measures (MMs) and Project Design Features (PDFs) required under the 2022 SEIR, which shall apply to all development within PA1, PA2, and PA3.

6.11.1 General Provisions

A. Where residential uses on or off-site are potentially exposed to interior or exterior noise levels greater than those permitted herein or otherwise by CMC Article V, Chapter 5, certification from a licensed acoustical engineer shall be obtained prior to issuance of a building permit to document attenuation to the applicable maximum levels. The exterior standards shall be measured at the closer of the property line of any applicable project within the Specific Plan Area or of the nearest noise sensitive use such as a patio, yard, or landscaped open space.

B. Any loudspeakers associated with the drive-through lanes shall be operated in compliance with the City's Noise Ordinance.

C. No drive-through service shall be permitted within 300 feet of a residential area unless a sound study determines that the noise impacts to the residential areas have been mitigated to an acceptable level as reasonably determined by the Community Development Director.

D. No noise generating compressors, or other such equipment shall be placed on or near the property line adjoining any residential district or any property used for residential use.

E. Commercial uses shall be designed and operated, and hours of operation limited, where appropriate, so that neighboring residents are not exposed to offensive noise, especially from traffic, trash collection, routine deliveries.

F. Prior to issuance of building permits for any residential development, the project Applicant shall submit a detailed acoustical study demonstrating that all structures will meet applicable City interior noise levels and exterior living area noise levels, in accordance with applicable noise standards and zoning regulations.

   1. The study shall be prepared by a City-approved acoustical expert, to the satisfaction of the Community Development Director.

   2. The study shall document projected ultimate noise exposure for residential space and shall demonstrate that design plans have incorporated adequate sound attenuation measures to achieve the applicable noise standards.

G. Noise mitigation and proper design may include but shall not be limited to building orientation, sound walls, double- or extra-strength windows, wall and ceiling insulation, and orientation and insulation of vents. Where it is necessary that windows be closed in order to achieve the required level, means shall be provided for ventilation/cooling to provide a habitable environment.[16]

H. All light industrial loading dock areas will include concrete block walls and gated access for security and noise attenuation purposes. Such security walls will be between approximate 12 to 16 feet tall to buffer noise-sensitive uses from industrial loading dock areas.

I. Any emergency generators for Buildings A and D within PA3 shall be located at the eastern side of their respective buildings.

J. Intentionally omitted.

K. Intentionally omitted.

L. Construction activity within PA2 and PA3 shall be exempt from the noise limitations imposed under the County of Los Angeles Noise Ordinance, as incorporated into the Carson Municipal Code. Specifically, noise limits set forth in Los Angeles County Code Section 12.08.440 (as amended by Carson Municipal Code Section 5502) and the corresponding penalties in Carson Municipal Code Section 5503 shall not

[16] The Specific Plan Area would be subject to the implementation of mitigation measures set forth in the 2022 SEIR Mitigation Monitoring and Reporting Program (MMRP).

apply within PA2 or PA3. Construction noise levels may be permitted within PA2 and PA3 up to the projected noise levels evaluated in the 2022 SEIR without need for a construction noise variance as required by County Municipal Code Section 12.08.580 (as further amended by Carson Municipal Code Section 5502).

6.12 Energy Conservation

The California Building Energy Efficiency Standards for Residential and Nonresidential Buildings (California Energy Code Title 24, Part 6), referred to as the Title 24 standards, and the CALGreen Code (California Code of Regulations Title 24, Part 11) have codified many ways to reduce energy usage and preserve outdoor and indoor environmental quality. These regulations address lighting, building construction, and heating/cooling systems. Compliance with the California Building Energy Efficiency Standards and the CALGreen Code would result in a reduction of energy usage for any given building or complex. Additional steps can be taken to further reduce the energy usage and reduce operating costs of a building or complex. Development within the Specific Plan Area will meet or exceed the requirements of Title 24 and CALGreen through measures that may include but are not limited to the following:

A. Use of light-colored roofing materials to reflect heat and reduce cooling requirements in residential and retail buildings. Energy Star–labeled roofing materials are encouraged.

B. Installation of Energy Star–labeled appliances (e.g., water heaters) to the greatest feasible extent. Solar, electric (efficiency rating of at least 0.92), or lower-nitrogen-oxide (as defined by the Air Quality Management District) gas-fired water heaters are strongly encouraged.

C. Installation of cool pavement is encouraged to the extent feasible and practicable.[17]

D. Participation in programs offered by or sponsored by local utilities.

E. Require food waste and recycling at special events. Before approving permits, require special events to prepare solid waste management plans to include food waste collection and recycling.[18,19]

F. In both residential and nonresidential development, new construction shall facilitate the installation and use of EV chargers as set forth in the 2022 SEIR MMRP which shall apply to all development within PA1, PA2, and PA3.

G. Promote bicycling as a mode of transportation within the Specific Plan Area. Provide pedestrian, bicycle, and transit amenities in new developments. Comply with the Nonresidential Mandatory Measures of the CALGreen Code.[20]

H. Promote Tier 1, Tier 2, Green Building Ratings such as LEED, Build It Green/Green Point Rating System, or Energy Star–certified buildings.

I. Encourage and support on-site installation and use of renewable and alternative energy generation systems for residential, commercial, and light industrial uses, including solar power (i.e., photovoltaic and thermal). Energy storage, microgrids, geothermal, biomass, and fuel cells.[21,22] All light industrial

[17] Only applicable to PA1 and PA3.

[18] South Bay Cities Council of Governments, *Climate Action Plan, City of Carson*, 2017, https://ci.carson.ca.us/content/files/pdfs/planning/CAP.pdf.

[19] Only applicable to PA1 and PA3.

[20] Only applicable to PA1 and PA3; PA2 applicability is limited to the Title 24 efficiency standards effective at the time that construction began.

[21] South Bay Cities Council of Governments, *Climate Action Plan, City of Carson*, 2017, https://ci.carson.ca.us/content/files/pdfs/planning/CAP.pdf.

[22] Only applicable to PA1 and PA3.

buildings shall implement a combination of sky lights and solar photovoltaic (PV) infrastructure such that a minimum of 25 percent of the rooftops will include solar PV arrays at buildout (applicable to uses in PA3) as set forth in the 2022 SEIR MMRP which details all Mitigation Measures (MMs) and Project Design Features (PDFs) required under the 2022 SEIR that apply to all development within PA1, PA2, and PA3.

J. Promote water conservation through methods such as implementation of low-flow toilets, low-flow showerheads, low-flow fixtures and other water-saving appliances.

K. Reclaimed water shall be used for non-potable water needs, if feasible.

L. Encourage tree planting that maximizes shading to reduce the urban heat island effect.[23,24]

M. Encourage ridesharing and carpooling by requiring each light industrial tenant to have a designated coordinator to oversee a carpool match or other ride-share program for the facility.

6.13 Residential Unit Requirements

6.13.1 Private Storage Space

A. Private Storage Space. Residential units within the PA1 (and potentially PA2, with the approval of an Administrative Permit) developed at densities of 25 units per acre or less shall have at least 200 cubic feet of enclosed, weather-proofed, and lockable storage space for the sole use of the unit owner. Units within the Specific Plan Area developed at densities over 25 units per acre shall have at least 100 cubic feet of private storage space as described below:

1. Such space may be provided within individual storage lockers, cabinets, or closets, and may be split among two locations. Moreover, it is the intention of this standard to require space over and above what is normally associated with the day-to-day functioning of the unit, such as guest, linen, or clothes closets or food pantries that are customarily within the unit. Thus, while providing such private storage space within the limits of the unit is not precluded, it shall be over and above that which would otherwise be provided within the unit.

2. If such space is located within a common area within the Specific Plan Area, the residential association shall be responsible for the care and maintenance of the exterior surface of the space in order to ensure that the surface is maintained in a manner compatible with the architectural treatment of the development project. Regardless of the location, the precise architectural treatment of such space shall be approved by the Planning Division to ensure that such areas are safe, convenient, and unobtrusive to the functional and aesthetic qualities of the development project.

[23] South Bay Cities Council of Governments, *Climate Action Plan, City of Carson*, 2017, https://ci.carson.ca.us/content/files/pdfs/planning/CAP.pdf.

[24] Only applicable to PA1 and PA3.

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CHAPTER 7
Implementation

7.1 Review and Approval Process

Approvals for any development within The District at South Bay Specific Plan Area shall be subject to the review authority and review processes set forth in this section. Unless subject to site plan and design review as indicated in Section 7.1.6, *Site Plan and Design Review*, uses that are "automatically permitted uses" or marked as "P" in Table 6.1, *Permitted Uses*, shall not require any discretionary approval under this Specific Plan. Carson Municipal Code (CMC) Article IX, Chapter 1, and, as applicable, Chapter 1A, shall apply to matters not covered in this Specific Plan. If there is any conflict between the provisions of this Specific Plan and CMC Article IX, Chapter 1, and, as applicable, Chapter 1A, the provisions of this Specific Plan shall control. Unless otherwise set forth below, to be valid, any appeal must be filed with the City Clerk in accordance with the provisions of CMC Section 9173.4, attached as Appendix C, within 15 days of the decision upon which the appeal is made, and failure to timely file an appeal is a failure to exhaust administrative remedies. Except as set forth in this Chapter 7, all appeals shall be governed by the provisions of CMC Section 9173.4. All decisions shall automatically become final unless a valid appeal is timely received. Notice of public hearings shall be provided, and hearings held in accordance with the provisions of the CMC. All items appealed shall be heard at the next available Planning Commission meeting or City Council meeting, as applicable.

7.1.1 Subdivisions

Unless specifically provided for in this Specific Plan, the regulations set forth in CMC Article IX, Chapter 2 (Subdivision Regulations), shall apply to all Divisions of Land hereafter made of property within the Specific Plan Area. Any (a) lot merger or (b) minor lot line adjustment between two or more existing adjacent parcels, where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created, shall not be deemed to be a Division of Land pursuant to the Subdivision Regulations and shall instead be approved, consistent with the California Subdivision Map Act, Government Code Section 66400 et seq. (Subdivision Map Act), and a certificate of compliance may be issued upon the approval of such lot merger or lot line adjustment by the Community Development Director.

7.1.2 Residential Condominiums

The regulations set forth in CMC Article IX, Chapter 3 (Standards and Criteria for Residential Condominiums), shall not apply to residential condominiums within this Specific Plan.

7.1.3 Review Authority

This Specific Plan shall be administered by the City Council, the Planning Commission, and the Community Development Director (each a "Review Authority"). The authority of each Review Authority with respect to

each discretionary action described in this Section 7.1 shall be as set forth in **Table 7.1, *Decision and Appeal Authority of Each Review Authority***.

TABLE 7.1
DECISION AND APPEAL AUTHORITY OF EACH REVIEW AUTHORITY

	Decision and Appeal Authority		
Type of Permit[a]	**Community Development Director**	**Planning Commission**	**City Council**
Specific Plan Amendment	Recommend	Recommend	Decision
Specific Plan Adjustment	Decision	Appeal	—
Administrative Permit	Decision	Appeal[c]	—
Site Plan and Design Review[b]	Recommend	Decision	Appeal
Conditional Use Permit	Recommend	Decision	Appeal
Uses Permitted with Specific Conditions	Decision	Appeal[c]	—

NOTES:

[a] When a site plan and design review, conditional use permit, administrative permit, or permit with specific conditions application is processed in conjunction with a Specific Plan Amendment, then notwithstanding this Table 7.1, the determination of the Review Authority and the process for consideration and approval may, at the discretion of the Community Development Director, be determined pursuant to Section 7.1.10, *Concurrent Entitlement Consideration with Specific Plan Amendment*.

[b] If the proposed new construction or modification has an estimated valuation of $250,000 or less, site plan and design review may be approved administratively by the Community Development Director (no public hearing), with right of appeal to the Planning Commission and then the City Council.

[c] The appeal may only be initiated by the applicable applicant.

7.1.4 Specific Plan Amendments

Amendments to this Specific Plan shall be processed in accordance with the applicable provisions of State law provided in California Government Code Section 65450 et seq. The procedure in CMC Section 9172.11 shall be followed for hearing, notice and decision of an amendment to the Specific Plan by the Planning Commission and City Council. Each request for amendment shall specify the sections or portions of the Specific Plan that are affected by the amendment. Consideration of a Specific Plan amendment may be initiated by the Planning Commission or the City Council or upon the written request of any person, consistent with CMC Section 9172.11.

The following changes to PA3 vehicle and truck parking require a Specific Plan Amendment, pursuant to this Section:

a) An increase in the total number of vehicular and/or van parking spaces attributable to the warehouse/logistics based light industrial uses proposed throughout all of PA3 (i.e., increase in total van/vehicle parking spaces for Buildings A-E) by more than 10 percent. This limitation shall not apply to an increase in parking stalls for any office or other non-warehouse/logistics uses proposed at PA3;

b) An increase in the total number of vehicular and/or van parking spaces attributable to the warehouse/logistics based light industrial uses by more than 10 percent within any individual PA3 building or parcel. This limitation shall not apply to an increase in parking stalls for any office or other non-warehouse/logistics uses proposed in any single PA3 building or parcel;

c) An increase in the total number of truck parking stalls by more than 20% for the light industrial uses proposed throughout all of PA3 (i.e., total number of truck stalls for Buildings A-E).

d) An increase in the total number of truck parking stalls by more than 20% for any individual light industrial building or parcel located within PA3.

As part of an application for a Specific Plan Amendment to change the amount of parking as described above, the Applicant must include a site plan showing how the changes relate to the entire PA3 master planned area.

A Specific Plan Amendment shall be required for FAR below 0.25 for any parcel within PA3 or for the entire PA3 area.

A Specific Plan Amendment shall be required for FAR above 0.50 for the entire PA3 area.

Specific Plan Adjustments

Notwithstanding the foregoing, the Community Development Director shall be entitled to issue an "Adjustment" to any terms, provisions, regulations, standards, or conditions contained in this Specific Plan, following a written finding confirming that the proposed Adjustment satisfies each of the following requirements, in addition to any other required Specific Plan findings that may be required (such findings to be issued by the Director unless determined by the Director that such review shall require Planning Commission or City Council review and approval):

(a) That there are special circumstances applicable to the proposed project upon the 157-Acre Site that make the strict application of the terms, regulations, and provisions of this Specific Plan impractical;

(b) That in granting the Adjustment, the Director has imposed project requirements and/or decided that the proposed Adjustment substantially complies with all applicable Specific Plan regulations, terms, and conditions;

(c) That in granting the Adjustment, the Director has considered and found no detrimental effects of the Adjustment on surrounding properties and public rights-of-way; and

(d) That the Adjustment incorporates mitigation measures, monitoring of measures when necessary, or alternatives identified in the environmental review that would mitigate the negative environmental effects of the project, to the extent physically feasible.

7.1.5 Administrative Permits

A. Authority

An Administrative Permit is required (i) to approve those uses specifically identified as requiring an Administrative Permit in Table 6.1, *Permitted Uses*, of this Specific Plan and to verify compliance with the regulations, standards, and requirements of this Specific Plan, or (ii) where a minor change, deviation or modification is requested to the regulations, standards, and requirements herein. The Community Development Director shall review the application for Administrative Permit with particular attention to the location, design configuration, and operational characteristics of the proposed development and other land uses that would be developed under this Specific Plan. The action on an Administrative Permit by the Director is ministerial; therefore, and Administrative Permit is not subject to CEQA and does not require public notice or a hearing.

B. Minor Deviations

The Community Development Director is authorized by Administrative Permit to approve a minor change, deviation or modification to the provisions under this Specific Plan to allow the following:

1. A decrease in setback requirements not exceeding 10 percent.
2. Height of walls or fences to be increased by a maximum of 1 foot.
3. Expansion or reduction of the net acreage covered by a given Planning Area within the Specific Plan Area by a maximum of 10 percent (and accompanying expansion or reduction of the net acreage covered by a given Land Use Category).
4. A decrease of not more than 10 percent in landscape coverage in parking lot areas.
5. An increase in sign area and/or number of signs of not more than 10 percent and/or a relocation of sign location or an increase in sign height of not more than 10 percent.
6. A decrease in parking requirements of not more than 10 percent, subject to approval by the Community Development Director following receipt of a parking demand study.
7. A change in exterior color from the approved color for the exterior of any improvement.
8. Other minor changes, deviations or modifications of a similar nature to those listed above, which are deemed minor by the Community Development Director, including (i) minor changes, deviations or modifications to landscape materials, signage, wall materials, wall alignment, entry design and streetscape design, and (ii) minor modifications to the development standards, design standards and guidelines set forth in Chapters 6 and 7 of this Specific Plan, provided such changes, deviations or modifications pursuant to either clause (i) or (ii) above do not exceed 10 percent of the applicable standard, and are consistent with the intent of the design guidelines and this Specific Plan.

C. Procedure

1. Decisions by Community Development Director on Administrative Permits

   Except as set forth in Section 7.1.5.C.2 (below), all Administrative Permit applications shall be decided by the Community Development Director and, notwithstanding any provision of the CMC to the contrary, without a public hearing. In reviewing any application for an Administrative Permit, the Director shall initially perform a CEQA check to determine whether environmental review under CEQA is necessary, and if so, shall refer the application to the Planning Commission for discretionary review. Any Applicant may appeal the determination of the Director to the Planning Commission.

2. Referral to Planning Commission

   The Community Development Director may refer any Administrative Permit application for a public hearing before the Planning Commission that the Community Development Director determines is inconsistent with the regulations, standards, and requirements hereunder or could pose environmental impacts not previously studied in the 2022 SEIR.

7.1.6 Site Plan and Design Review

A. Applicability

Site plan and design review is required for (i) all projects within the Specific Plan Area for which a building permit is required (including all exterior alterations or exterior installations for an existing building); (ii) the erection, replacement, or alteration of signage not in conformance with an approved comprehensive sign program and/or Master Sign Program; (iii) landscaping associated with any project development / construction and alterations thereto.

B. Process

For all matters for which site plan and design review is required, a development plan, as defined in CMC Section 9191.184, shall be submitted to the Carson Planning Division. If site plan and design review and an administrative permit are required for any development or use, the administrative permit shall automatically issue without further action of the City upon approval by the City of the site plan and design review. Notwithstanding the foregoing, it is recognized that the conceptual site plan shown in Figure 4.1 in this Specific Plan, the internal streetscape and vehicular and multi-modal circulation concepts (Figures 5.1 through 5.15), the infrastructure concept plans (Figures 5.16 through 5.18), the landscape theme areas (Figures 6.2 through 6.9), conceptual wall locations (Figure 6.10), conceptual sign locations (Figures 6.11 through 6.13) and site lighting (Figures 6.14 through 6.20) diagrams are conceptual only, and other solutions, locations, and/or concepts may be proposed and reviewed during the site plan and design review process without requiring a Specific Plan amendment.

C. Authority

The Community Development Director shall review each application for site plan and design review and make a recommendation to the Planning Commission for action on the development plan/modification. If the development plan/modification complies with all applicable requirements and standards of this section and other laws and regulations, and the Planning Commission finds that the criteria of Section 7.1.6.D are adequately met, or can be met if specified conditions are observed, the development plan shall be approved, subject to such specified conditions. If the Planning Commission finds that the proposal cannot meet and cannot be modified to meet the requirements of this section and the above criteria, the development plan shall be disapproved. In all cases, findings shall be made concerning the grounds for approval or disapproval. Notice of the decision by the Planning Commission shall be given as provided in CMC Section 9173.32. Any change, modification to, or deviation from a development plan approved in accordance with the site plan and design review procedures set forth in this Section 7.1.6, *Site Plan and Design Review*, shall be processed pursuant to an administrative permit application pursuant to Section 7.1.5.

D. Required Findings

In acting to approve or conditionally approve an application for site plan and design review, the Planning Commission shall make the following findings:

1. That the development plan is in conformity with the applicable permitted uses and development standards set forth in Tables 6.1, *Permitted Uses*, and 6.2, *General Development Standards*, of this Specific Plan, and is in substantial conformity with the applicable common space; landscape; walls and fences; signage; lighting; service, trash, and utility areas; artistic features; noise; energy conservation; and residential unit provisions set forth in Chapter 6, *Development Standards*, of this Specific Plan;
2. That the development plan is in substantial conformity with all applicable development standards set forth in Chapter 6, *Development Standards*, of this Specific Plan;
3. That the development plan is compatible with the General Plan and this Specific Plan; and
4. That the proposed use and development will be compatible with the intended character of the Specific Plan Area.

7.1.7 Conditional Use Permits

Applications for the uses set forth in Table 6.1, *Permitted Uses*, p. 6-3 of this Specific Plan, that require approval of a conditional use permit shall be processed in accordance with the provisions of CMC

Section 9172.21, except that, in addition to the findings required under Section 9172.21, the following additional findings shall be made:

A. That the development is compatible with the General Plan and this Specific Plan and substantially complies with the development standards and guidelines set forth under Chapter 6, *Development Standards* of this Specific Plan;

B. That the site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development;

C. That the proposed use and development substantially complies with the intent and applicable goals and policies of this Specific Plan; and

D. That the proposed use and development will be compatible with the intended character of the Specific Plan Area.

7.1.8 Intentionally Omitted.

7.1.9 Other Considerations

1. Prior to the issuance of any building permit, a report on the internal circulation system for the proposed improvements/development shall be submitted by the Applicant to and approved by the Traffic Engineer. The internal roadways, drive aisles, on-site intersection spacing, access openings, sidewalks, and pedestrian and bike paths shall be constructed pursuant to the approved report.
2. A public safety plan that addresses on-site security for each PA within the Specific Plan Area shall be submitted for approval by the City with consultation with the Los Angeles County Sheriff's Department prior to the issuance of any building permit for vertical construction.
3. No residential building permits for PA1 or PA2 shall be granted until DTSC has issued its consent or non-objection to the development of residential uses in such location based upon the RAP.
4. Prior to issuance of any grading or building permit, a construction truck traffic routing plan shall be submitted to and approved by the Traffic Engineer. The truck traffic routing plan shall emphasize routes that would avoid residential areas.
5. The Applicant shall submit two sets of lighting plans drawn, stamped, and signed by a licensed lighting consultant. Such plans are to be approved by the Community Development Director prior to the issuance of any building permit.
6. The Applicant shall submit two sets of landscaping and irrigation plans, drawn, stamped, and signed by a licensed landscape architect. Such plans are to be approved by the Community Development Director prior to the issuance of any building permit.
7. Wall and fence plans must be submitted to and approved by the Community Development Director prior to the issuance of any building permit.
8. Applications for a comprehensive sign program shall comply with the procedures established by Section 6.6, Signage.
9. Prior to issuance of building permits for residential units, unless determined by the Community Development Director, the Applicant shall submit a detailed acoustical study demonstrating that all project structures will meet applicable city interior noise levels and exterior living area noise levels, in accordance with applicable noise standards and zoning regulations.

10. Notwithstanding the provisions of CMC Section 9173.1, if the City has taken a final action to deny an application, the same application or substantially the same application shall not be submitted within a 6-month period without the consent of the Community Development Director.

7.1.10 Concurrent Entitlement Consideration with Specific Plan Amendment

Notwithstanding any other provision of Table 7.1, *Decision and Appeal Authority of Each Review Authority*, when a site plan and design review, comprehensive sign program, conditional use permit, administrative permit, or permits issued with specific conditions application is processed in conjunction with any Specific Plan Amendment, then the matter may be considered concurrently with consideration of the Specific Plan Amendment. If the Community Development Director so elects, the Planning Commission shall not be a decision Review Authority but instead shall make a recommendation to the City Council as to all related items concurrently with its recommendation on the Specific Plan Amendment, and the City Council shall be the decision Review Authority.

7.2 Infrastructure and Remediation Financing

The 157-Acre Site comprises a former landfill, which requires remediation and infrastructure development as a condition to any vertical project development. Such remediation and infrastructure may be financed through a combination of public and private funds (from each developer/Applicant, the terms of which shall be subject to negotiation between the Carson Reclamation Authority [as the owner and responsible party for the landfill conditions]). Financing mechanisms could include but are not limited to community facilities districts, developer-constructed facilities in lieu of fee payment, and state and federal funding that may become available.

7.3 Phasing

Construction work upon the 157-Acre Site is anticipated to begin in 2026 and will be completed in phases, with the intent for final buildout of the full 157-Acre Site in 2029. The District at South Bay will be developed in phases in coordination with implementation of the approved RAP approved by and subject to the oversight of DTSC. The principal phases of construction include implementation of the RAP, on-site and off-site infrastructure construction, and vertical construction of each PA (which themselves may be phased).

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Appendix A

The District at South Bay
Plant Palette

TABLE A.1
PLANT PALETTE

AL = Adapted to region
L = Low supplemental water needs
LM = Low to moderate supplemental water needs
M = Moderate supplemental water needs
VL = Very low water needs

Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Trees		
Acacia decurrens	Green Wattle	AL
Acacia farnesiana	Sweet Acacia	L
Acacia pendula	Weeping Myall	L
Acacia retinodes	Water Wattle	L
Acacia smallii	NCN	L
Aesculus californica	California Buckeye	AL
Agonis flexuosa	Peppermint Tree	M
Angophora costata	Gum Myrtle	L
Arbutus x 'Marina'	Marina Strawberry Tree	L
Arbutus unedo	Strawberry Tree	L
Cassia Spectabilis	Crown of Gold Tree	M
Ceanothus arboreus	Feltleaf Ceanothus	L
Ceanothus 'Ray Hartman'	NCN	AL
Ceanothus thyrsiflorus	Blue Blossom	AL
Ceratonia siliqua	Carob Tree	AL
Cercidium spp & cvs	Palo Verde	L
Cercis occidentalis	Western Redbud	L
Chilopsis linearis	Desert Willow	L
Chitalpa tashkentensis	Chitalpa	L
Cupressus arizonica	Arizona Cypress	L
Cupressus glabra	Smooth Arizona Cypress	L
Cupressus macrocarpa	Monterey Cypress	L
Cupressus sempervirens	Italian Cypress	L
Dracaena draco	Dragon Tree	L
Feijoa sellowiana	Pineapple Guava	L
Geijera parviflora	Australian Willow	L
Juglans californica	S. California Black Walnut	AL
Juniperus chinensis 'Torulosa'	Hollywood Juniper	L
Juniperus virginiana	Eastern Redcedar	LM
Laurus nobilis	Sweet Bay	L
Leptospermum laevigatum	Australian Tea Tree	AL
Leptospermum scoparium	New Zealand Tea Tree	LM
Lophostemon conferta & *cvs*	Brisbane Box	M
Lyonothamnus floribundus & var.	Catalina Ironwood	AL
Melaleuca armillaris	Drooping Melaleuca	L
Melaleuca linariifolia	Flaxleaf Paperbark	L
Melaleuca quinquenervia	Cajeput Tree	L
Melia azedarach & *cv*	Chinaberry	AL
Pinus canariensis	Canary Island Pine	L

TABLE A.1
PLANT PALETTE

AL = Adapted to region
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VL = Very low water needs

Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Pinus eldarica	Afghan Pine	L
Pinus halepensis	Aleppo Pine	AL
Pinus pinea	Italian Stone Pine	L
Pinus radiata	Monterey Pine	AL
Pinus torreyana	Torrey Pine	AL
Pittosporum phillyraeoides	Willow Pittosporum	L
Platanus racemosa	Western Sycamore	M
Prunus caroliniana	Carolina Laurel Cherry	L
Punica granatum & *cvs*	Pomegranate	L
Quercus agrifolia	Coast Live Oak	AL
Quercus douglasii	Blue Oak	AL
Quercus engelmannii	Mesa Oak	AL
Quercus ilex	Holly Oak	L
Quercus lobata	Valley Oak	L
Quercus suber	Cork Oak	L
Robinia ambigua & *cvs*	Locust	L
Sambucus caerulea	Blue Elderberry	AL
Vitex angus-castus	Chaste Tree	L
Yucca gloriosa	Spanish Dagger	L
Palms		
Brahea armata	Blue Hesper Palm	L
Brahea edulis	Guadalupe Palm	L
Butia capitata	Pindo Palm	L
Phoenix sylvestris	Silver Date Palm	M
Phoenix dactylifera	Date Palm	L
Trachycarpus fortunei	Windmill Palm	L
Shrubs and Vines		
Acacia cultriformis	Knife Acacia	AL
Acacia cognata 'Cousin Itt'	River Wattle	M
Acacia farnesiana	Sweet Acacia	L
Acacia redolens	Prostrate Acacia	VL
Acacia retinodes	Water Wattle	L
Aesculus californica	California Buckeye	AL
Arbutus unedo 'Compacta'	Dwarf Strawberry Tree	L
Arctostaphylos densiflora & *cvs*	Sonoma Manzanita	L
Arctostaphylos edmundsii	Little Sur Manzanita	L
Arctostaphylos hookeri	Monterey Manzanita	L
Artemisia arborescens	Shrubby Wormwood	AL
Artemisia californica & *cvs*	California Sagebrush	AL
Artemisia 'Powis Castle'	NCN	AL

TABLE A.1
PLANT PALETTE

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VL = Very low water needs

Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Bambusa oldhamii	Giant Timber Bamboo	M
Bougainvillea species & cvs	Bougainvillea	LM
Caesalpinia species	Bird-of-paradise Bush	L
Carpenteria californica	Bush Anemone	L
Cassia artemisioides	Feathery Cassia	L
Cassia nemophila	Desert Cassia	L
Cassia odorata	Spreading Cassia	L
Cassia phyllodinea	Silvery Cassia	L
Ceanothus arboreus	Feltleaf Ceanothus	L
Ceanothus 'Concha'	NCN	L
Ceanothus 'Dark Star'	NCN	AL
Ceanothus 'Frosty Blue'	NCN	AL
Ceanothus gloriosus & cvs	Point Reyes Ceanothus	AL
Ceanothus griseus & cvs	Carmel Ceanothus	AL
Ceanothus impressus	Santa Barbara Ceanothus	L
Ceanothus 'Joyce Coulter'	NCN	AL
Ceanothus 'Julia Phelps'	NCN	AL
Ceanothus maritimus & cvs	Maritime Ceanothus	AL
Ceanothus 'Ray Hartman'	NCN	AL
Ceanothus thyrsiflorus & cvs	Blue Blossom Ceanothus	AL
Ceanothus 'Yankee Point'	Yankee Point Ceanothus	M
Cercis occidentalis	Western Redbud	L
Chilopsis linearis	Desert Willow	L
Cotoneaster horizontalis	Rock Cotoneaster	L
Dendromecon species	Bush Poppy	AL
Dodonaea viscosa	Hopseed Bush	LM
Elaeagnus pungens	Silverberry	L
Encelia californica	California Encelia	AL
Eucalyptus lehmannii	Bushy Yate	AL
Feijoa sellowiana	Pineapple Guava	L
Fremontodendron species & cvs	California Flannel Bush	AL
Garrya elliptica	Coast Silktassel	AL
Grevillea species & cvs	Grevillea	L
Hakea suaveolens	Sweet-scented Hakea	L
Hardenbergia violacea	False Sarsaparilla	L
Jasminum species	Jasmine	LM
Juniperus chinensis & cvs	NCN	L
Juniperus sabina & cvs	Savin Juniper	L
Juniperus scopulorum & cvs	Rocky Mountain Juniper	L
Keckiella species	Native Penstemon	AL

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Lantana camara	Yellow Sage	LM
Lavandula species & *cvs*	Lavender	L
Lavatera species	Mallow	AL
Leonotis leonurus	Lion's Tail	L
Leptospermum laevigatum	Australian Tea Tree	AL
Leptospermum scoparium	New Zealand Tea Tree	LM
Leucadendron salignum 'Blush'	Blush Leucadendron	L
Leucophyllum species & *cvs*	Cenizo	L
Lupinus albifrons	Silver Lupine	L
Lupinus arboreus	Coastal Bush Lupine	AL
Macfadyena unguis-cati	Cat's Claw	L
Mahonia aquifolium	Oregon Grape	M
Mahonia 'Golden Abundance'	NCN	L
Mahonia nevinii	Nevin Mahonia	L
Mahonia pinnata & *cvs*	California Grape	L
Malosma laurina	Laurel Sumac	AL
Melaleuca armillaris	Drooping Melaleuca	L
Melaleuca nesophila	Pink Melaleuca	AL
Myrica cerifera	Wax Myrtle	M
Myoporum laetum & *cvs*	NCN	L
Myrica californica	Pacific Wax Myrtle	LM
Myrtus communis & *cvs*	True Myrtle	L
Parthenocissus ticuspidata	Boston Ivy	M
Philodendron xanadu	Philodendron	M
Phormium tenax `Bronze`	Bronze New Zealand Flax	L
Plecostachys serpyllifolia	NCN	L
Plumbago auriculata	Cape Plumbago	L
Polygonum aubertii	Silver Lace Vine	L
Prunus caroliniana cvs	Carolina Laurel Cherry	L
Punica granatum & *cvs*	Pomegranate	L
Rhus integrifolia	Lemonade Berry	AL
Rosa banksiae	Lady Banks' Rose	LM
Rosa floribunda 'Iceburg'	Iceburg Climbing Rose	M
Rosmarinus officinalis & *cvs*	Rosemary	L
Salvia apiana	White Sage	AL
Salvia clevelandii & *cvs*	Cleveland Sage	AL
Salvia leucantha	Mexican Bush Sage	L
Salvia leucophylla	Purple Sage	AL
Salvia mellifera & *cvs*	Black Sage	AL
Santolina species	Lavender Cotton	L

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Stephanotis floribunda	Madagascar Jasmine	M
Trachelospermum jasminoides	Star Jasmine	M
Tecomaria capensis	Cape Honeysuckle	LM
Teucrium chamaedrys	NCN	LM
Teucrium fruticans	Bush Germander	L
Vitex agnus-castus	Chaste Tree	L
Westringia spp.	Coast Rosemary	L
Wisteria floribunda	Japanese Wisteria	M
Ground Covers		
Acacia redolens & *cvs*	NCN	L
Achillea millefolium	Common Yarrow	L
Arctostaphylos 'Emerald Carpet'	NCN	L
Arctostaphylos 'Pacific Mist'	NCN	L
Arctotheca calendula	Cape Weed	LM
Artemisia californica & *cvs*	Prostrate California Sagebrush	AL
Aspidistra elatior	Cast Iron Plant	M
Baccharis 'Centennial'	NCN	L
Bougainvillea cultivars[a]	Bougainvillea	L
Bouteloua gracilis 'Blonde Ambition'	Blonde Ambition Blue Grama Grass	L
Carex divulsa	Grey sedge	L
Carex pansa	Dune Sedge	M
Ceanothus gloriosus & *cvs*	Point Reyes Ceanothus	L
Ceanothus g. var. *horizontalis*	Carmel Creeper	L
Ceanothus g. var. *h. 'Yankee Point'*	NCN	L
Ceanothus 'Joyce Coulter'	NCN	L
Coprosma kirkii	NCN	L
Coprosma 'Verde Vista'	NCN	L
Cotoneaster horizontalis	Rock Cotoneaster	L
Crassula multicava	NCN	L
Dymondia margaretae	NCN	L
Festuca ovina glauca	Blue Fescue	L
Hardenbergia violacea & *cvs*	False Sarsaparilla	L
Iva hayesiana	Hayes Iva	AL
Juncus patens	California Grey Rush	L
Juniperus chinensis & *cvs*	NCN	L
Juniperus conferta	Shore Juniper	L
Juniperus horizontalis & *cvs*	Creeping Juniper	L
Juniperus sabina & *cvs*	Tamarix Juniper	L
Lantana montevidensis & *cvs*	Trailing Lantana	L

[a] Do not recommend bougainvillea groundcover; climbing bougainvillea allowed.

TABLE A.1
PLANT PALETTE

AL = Adapted to region
L = Low supplemental water needs
LM = Low to moderate supplemental water needs
M = Moderate supplemental water needs
VL = Very low water needs

Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Liriope muscari 'Love Potion no. 13'	Emerald Goddess® Lilyturf	M
Lomandra longifolia & cvs	Lomandra	L
Lonicera japonica 'Halliana'	Hall's Japanese Honeysuckle	LM
Mahonia aquifolium 'Compacta'	Compact Oregon Grape	LM
Mahonia repens	Creeping Mahonia	L
Myoporum hybrids	NCN	L
Myoporum parvifolium & cvs	Prostrate Myoporum	L
Philodendron 'Moonlight'	Moonlight Philodendron	M
Rosmarinus officinalis & cvs	Prostrate Rosemary	L
Sansevieria zeylanica	Zeylanica Snake Plant	L
Sedum species	Stonecrop	L
Senecio mandraliscae	NCN	L
Teucrium cossonii	NCN	LM
Verbena species & cvs	Verbena	L
Westringdia fruticosa 'NFL25'	Mundi Coast Rosemary	L
Perennials		
Achillea species & cvs	Yarrow	L
Armeria maritima	Sea Pink	M
Artemisia pycnocephala & cvs	Sandhill Sage	LM
Asteriscus species	NCN	L
Brachycome multifida	Cut-leaf Daisy	LM
Centranthus ruber	Red Valerian	AL
Cheiranthus 'Bowles Mauve'	Shrubby Wallflower	LM
Chondropetalum tectorum	Cape Rush	L
Coreopsis species & cvs	Coreopsis	L
Dianella 'Clarity Blue'	Clarity Blue Dianella	L
Dietes species & cvs	Fortnight Lily	L
Diplacus species & hybrids	Monkey Flower	AL
Elymus condensatus 'Canyon Prince'	Giant Wild Rye	L
Epilobium species & cvs	California Fuchsia	L
Erigeron glaucus & cvs	Beach Aster	L
Erigeron karvinskianus	Mexican Daisy	LM
Eriogonum fasciculatum & cvs	California Buckwheat	L
Eschscholzia californica	California Poppy	AL
Euphorbia milii	Crown of Thorns	L
Euphorbia rigida	NCN	L
Euryops pectinatus & cv	Euryops	L
Gaura lindheimeri	Gaura	LM
Helianthemum nummularium & cvs	Sunrose	LM
Helictotrichon sempervirens	Blue Oat Grass	L

TABLE A.1
PLANT PALETTE

AL = Adapted to region
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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Heuchera species & cvs	Coral Bells	M
Iris douglasiana & cvs	Pacific Coast Iris	LM
Kniphofia uvaria & cvs	Red-hot Poker	L
Limonium perezii	Sea Lavender	AL
Oenothera species	Mexican Evening Primrose	L
Pedilanthus macrocarpus	Slipper Plant	VL
Pennisetum setaceum & cv	Fountain Grass	L
Penstemon species & cvs	Western Natives	L
Perovskia atriplicifolia	Russian Sage	L
Phormium tenax & cvs	New Zealand Flax	L
Rosmarinus spp	Rosemary	L
Salvia species & cvs	Sage	AL
Senecio cineraria	Dusty Miller	L
Senecio cylindricus	Narrow-Leaf Chalk Sticks	L
Senecio Serpens	Blue Chalk Sticks	L
Sisyrinchium bellum	Blue-Eyed Grass	AL
Solidago californica	California Goldenrod	M
Stachys byzantina	Lamb's Ear	LM
Tagetes lemmonii	Mountain Marigold	L
Thymus species & cvs	Thyme	LM
Verbena species & cvs	Verbena	L
Agave, Cacti, Succulents, and Yucca		
Aeonium species & cvs	NCN	L
Aeonium 'Cabernet'	Giant Velvet Rose	L
Aeonium canariense	Giant Velvet Rose	L
Aeonium 'Sunburst'	Copper Pinwheel	L
Agave americana	Century Plant	L
Agave attenuate & cvs	Foxtail Agave	L
Agave 'Blue Flame'	Blue Flame Agave	L
Agave shawii	Shaw's Century Plant	L
Agave victoriae-reginae	NCN	L
Agave vilmoriniana	Octopus Agave	L
Aloe arborescens	Tree Aloe	AL
Aloe bainesii	NCN	AL
Aloe candelabrum	Candelabra Aloe	L
Aloe ciliaris	NCN	L
Aloe ferox	NCN	L
Aloe marlothii	NCN	L
Aloe nobilis	NCN	L
Aloe plicatilis	NCN	L

TABLE A.1
PLANT PALETTE

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Botanical (Latin) Name	Common Name	Estimated Water Needs in Coastal California
Aloe striata	Coral Aloe	L
Aloe vera	Medicinal Aloe	L
Cereus peruvianus	Peruvian Apple	L
Cotyledon species	NCN	L
Dasylirion species	Desert Spoon	L
Dracaena draco	Dragon Tree	L
Dudleya species	Live-Forever	AL
Echeveria species	Echeveria	L
Echeveria nodulosa	Painted Echeveria	L
Echeveria 'Perle von Nurnberg'	Perle von Nurnberg Echeveria	L
Echeveria subrigida 'Fire and Ice'	Fire and Ice Echeveria	L
Euphorbia ingens	Candelabra Tree	L
Euphorbia tirucalli	Milkbush	L
Hesperaloe parviflora	Red Yucca	L
Kalanchoe species	NCN	L
Nolina species	Bear Grass	L
Opuntia species	Prickly Pear, Cholla	L
Portulacaria afra	Elephant's Food	L
Sedum acre	Gold Moss Stonecrop	L
Sedum reflexum 'Angelina'	Angelina Stonecrop	L
Sedum reflexum 'Blue Spruce'	Blue Spruce Stonecrop	L
Yucca aloifolia	Spanish Bayonet	L
Yucca gloriosa	Spanish Dagger	L

SOURCE: Excerpted from Landscape Plants for Western Regions by Bob Perry.

Appendix B

The District at South Bay Lighting Palette

The District at South Bay Lighting Palette

The proposed palette of lighting fixtures, presented on the following pages, demonstrates examples of systems that would be in compliance with the development standards of this Specific Plan and provides examples of the architectural scale and quality of these materials. These fixture selections should meet the performance criteria of the guidelines while providing an attractive complement to the buildings and landscaping. For each building type and roadway component within the proposed development, examples of fixture types that would be applicable to locations within the Specific Plan Area are illustrated below. These fixtures represent examples of lighting products that will satisfy the guidelines criteria and legal requirements for task illuminance, light trespass, and glare.

Specific Plan Boundary (168 acres)

Planning Areas 1, 2, & 3 (157 acres)

Development District 3 Boundary (11 acres)

Torrance Lateral Drainage Canal

A. Del Amo Entrance

B. Del Amo Boulevard

C. Typical Lenardo Drive

D. Typical Private Drive

E. Freeway Edge (I-405 Freeway/Commercial Interface)

F. Typical Residential/Industrial Loading Dock Interface

G. Typical Residential/Carson Country Mart Interface

N

0 1,000 Feet

Note: this is a graphic representation of a planning concept. All graphics in this document are conceptual and should not be interpreted literally. Other solutions, locations and/or concepts may be proposed and reviewed during site plan review and other permit and mapping processes.

SOURCES: RGA, AO, ESA, MBI 2026

Figure B.1 Lighting Section Key

The following example is applicable to:

- Section A – Del Amo Entrance
- Section B – Del Amo Boulevard

The following example is applicable to:

- Section D – Typical Private Drive
- Section E – 405 Freeway Edge/Commercial Interface
- Section F – Typical Residential/Industrial Loading Dock Interface

The following example is applicable to:

- Section C – Typical Lenardo Drive

SOURCE: 77 928 : Pole-top luminaire - Single and twin | BEGA (bega-us.com)

BEGA Pole-Top Luminaire Model #7928

Appendix C

Carson Municipal Code Section 9173.4

9173.4 Appeals.

A. Appellate Authority. Any decision made by the Director pursuant to this chapter may be appealed to the Commission. Any decision made by the Commission pursuant to this chapter maybe appealed to the Council.

B. Filing of Appeal.

1. An appeal may be filed by any person, including any member of the City Council or the City Manager. In the event of an appeal by any member of the City Council or the City Manager, CMC [Carson Municipal Code] 9173.9 shall not apply and there shall be no fee required from any member of the City Council or the City Manager to perfect an appeal.
2. An appeal shall be filed in writing within fifteen (15) days of the date of the Commission action, or in the case of an action by the Director, within fifteen (15) days of the date of the notice of decision.
3. The form and content of an appeal shall include:
   a. The street address, if there is one, otherwise the legal description and location of the premises included in the action.
   b. The administrative file number (case number) identifying the matter which is being appealed.
   c. The specific matter being appealed.
   d. A statement of the grounds for appeal or how there is error in the decision of the matter being appealed; provided, however, that in the event of an appeal by any member of the City Council or the City Manager, subsections (a), (b), and (c) of this Section shall not apply and the statement of grounds need only provide, in substance and effect, a request that a specific decision, administrative case number, or resolution number, as the case may be, be reviewed by the Planning Commission or City Council, as the case may be. No other grounds for appeal need be stated to perfect such appeal and such statement need only be filed with the City Clerk.
4. Unless otherwise provided, all appeals shall be filed with the City Clerk.
5. If the appeal is found to be deficient, the City Clerk shall deliver or mail to the appellant, by certified mail, a notice specifying the particulars in which the appeal is deficient. If such deficiency has not been corrected by the appellant within seven (7) days after such mailing of such a notice of deficiency by filing with the City Clerk a sufficient amendment to the appeal, the appeal shall be deemed to be withdrawn and the appeal fee shall be returned to the appellant.

C. Consideration and Decision.

1. Upon acceptance of the filing of an appeal, the City Clerk shall set the matter for public hearing before the appellate body, in the same manner as required for a Commission hearing of such matter. The City Clerk shall notify the Director who shall transmit to the appellate body a summary of the factual data and the record of action taken on the case.
2. Except as otherwise provided in this Chapter, in acting on an appeal the appellate body may:
   a. Affirm the decision; or
   b. Modify the decision; or
   c. Refer the matter back to the body from which the appeal originated, with instructions; or
   d. Reverse the decision.
3. Unless referred back to the body from which the appeal originated, the appellate decision shall be supported by written findings.

D. Failure to Act. The appellate body shall, within sixty (60) days of the filing of an appeal, act to either affirm, reverse, modify, continue or refer matter back.

E. Following the denial of any permit application by the Director, the Planning Commission, or the City Council, as the case may be, or upon the revocation of any permit, use permit, or conditional use permit by the Director, the Planning Commission, or the City Council, as the case may be, no application for a permit, use permit, or conditional use permit for the same or substantially the same use or conditional use on the same or substantially the same real property shall be filed within one (1) year from the date denial or revocation of the permit, use permit, or conditional use permit became final within the meaning of this Chapter. (Ord. 78-458, § 1; Ord. 83-668, § 1; Ord. 84-701, § 1; Ord. 17-1634, §§ 1–3).

Appendix D
The District Parking Demand Study

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

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

Space Above For Recorder's Use Only

No Recording Fee Required – Government Code § 27383

AMENDED & RESTATED

DEVELOPMENT AGREEMENT

between

the CITY OF CARSON

("City")

and

CARSON GOOSE OWNER, LLC

("Developer")

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Exhibit "B" Parcel Map 70372 (Surface Parcel and Subsurface Parcel)
Exhibit "C" Project Site Plan
Exhibit "D" Scope of Development
Exhibit "E" Intentionally Omitted
Exhibit "F" 2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features
Exhibit "G" Conditions of Approval
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Exhibit "J" Existing Development Approvals

AMENDED & RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (together with all exhibits hereto, the "**Agreement**" or "**Development Agreement**") is made as of _____, 2026 ("**Agreement Date**"), by and among the CITY OF CARSON ("**City**"), a municipal corporation, and CARSON GOOSE OWNER, LLC, a Delaware limited liability company ("**Developer**"). City and Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**". The Carson Reclamation Authority, a joint powers authority ("**Authority**"), as owner of the 157 Acre Site, hereby acknowledges and agrees to the terms and conditions applicable to the Authority under this Agreement, by its separate execution of this Agreement as set forth below.

R E C I T A L S:

A. **Development Agreement Law**. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Statute (as defined below). The Development Agreement Statute authorizes the City to enter into binding development agreements with persons having a legal or equitable interest in real property, to provide for the development of such property and to vest certain development rights therein. This Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Statute.

B. **The 157 Acre Site**. The Authority acquired, and currently owns, approximately 157 gross acres of real property in the City of Carson, as shown on the Site Map attached hereto as **Exhibit A** (the "**157 Acre Site**" or "**Site**"), known as the former Cal-Compact Landfill. The 157 Acre Site is divided into five Cells (as defined below) as shown on **Exhibit A**. The portion of the 157 Acre Site which is the subject of this Agreement is identified as Planning Area 3 or PA 3 in the Specific Plan (as defined below) and comprises Cells 3, 4, and 5. The 157 Acre Site has also been vertically subdivided into a surface lot (the "**Surface Lot**") and a subsurface lot (the "**Subsurface Lot**"), which lots are referenced as Parcel 1 (Subsurface Lot) and Parcel 2 (Surface Lot) of Parcel Map No. 70372 (per map filed in Book 377 Pages 76-89, inclusive, of maps in the Office of the County Recorder for Los Angeles County (the "**Official Records**")), as shown on **Exhibit B**, attached hereto.

C. **Environmental Conditions of the 157 Acre Site and Regulatory Documents Governing Remediation**. The 157 Acre Site was operated as a landfill prior to the incorporation of the City in 1968. As a result, the Site has soil, soil vapor and groundwater contamination that requires remediation, monitoring and mitigation and the waste and poorly compacted soils require various improvements to allow for vertical development. Since the closure of landfill operations in 1965 the Site has remained undeveloped, despite various development proposals and transfers of the 157 Acre Site to various developers each of whom were ultimately unable to develop the Site due to the substantial costs of, and liability for, the environmental remediation and geotechnical enhancements required to enable the 157 Acre Site to be developed. On October 25, 1995, the California Department of Toxic Substances Control ("**DTSC**") approved a remedial action plan (as further defined below, the "**RAP**") for the 157 Acre Site, which RAP requires the

installation, operation and maintenance of the Remedial Systems (as defined below). In addition to the RAP, certain Consent Decrees were issued for the 157 Acre Site by DTSC in December 1995 ("**1995 Consent Decree**"), March 2001, and January 2004 in order to resolve claims made regarding the resolution of the contamination issues afflicting the Site; the 1995 Consent Decree applies to the remedial obligations for the Upper Operable Unit of the Site. In addition, the development of the 157 Acre Site is subject to the terms and conditions set forth in that certain document entitled Revised Management Approach to Phased Occupancy conditionally approved by DTSC in July 2026 (as amended, modified, or restated from time to time, the "**MAPO**") and that certain letter regarding phased development matters, issued by DTSC to the Authority, dated October 17, 2017 (the "**Phased Development Letter**"), each of which allow for phased development and occupancy of the overall Site. DTSC also entered into a Compliance Framework Agreement, dated as of September 28, 2006, with the former Site owner, Carson Marketplace LLC ("**CM**"), as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (as so amended, the "**CFA**") for the purpose of setting forth a plan for addressing the environmental conditions afflicting the 157 Acre Site, and to establish financial assurances for the implementation of the RAP, including long-term operation and maintenance of the Remedial Systems. The CFA continues to be binding on the 157 Acre Site and any owner or licensee of the Site. The Site is also encumbered by that certain Land Use Covenant and Agreement Environmental Restrictions (as amended, modified, or restated from time to time, the "**LUC**") recorded on December 13, 2023, as Instrument 20230872669 in the Official Records.

D. **Authority Formation and Remediation of 157 Acre Site**. The City determined that there were a number of former landfill and other sites with the need for remediation in the City, including the 157 Acre Site, and that a substantial need existed to establish an entity to perform such remediation and which could operate ongoing Remedial Systems, without putting the City's general fund and taxpayer dollars at risk for such remediation expenses. Accordingly, the Authority was formed in January 2015 as a joint powers authority under the provisions of the California Joint Powers Act (Govt. Code Sections 6500 *et seq*.), in order to, among other things, acquire and pursue remediation and potential future development of the 157 Acre Site and relieve the City of any liability for Site remediation and environmental issues. Thereafter, on May 20, 2015, the Authority acquired the Site from CM and has since pursued the remediation of the Site in compliance with the RAP and sought out developers with whom to enter into agreements for the development of the Site.

E. **Development Plans for the 157 Acre Site**. The Authority previously worked with various developers for the development of the entire 157 Acre Site and a number of development projects were previously proposed for the Site, including a mixed-use regional retail and entertainment project and a National Football League Stadium. While those projects have not proceeded, on September 6, 2018, the Authority entered into a Conveyancing Agreement and the City entered into a Development Agreement with CAM-CARSON, LLC ("**CAM**"), for the disposition and development of a high-end fashion outlet retail center on Cell 2 of the 157 Acre Site ("**Cell 2 Project**"). Construction of the Cell 2 Project elements commenced in September 2018, with the initial construction of the Remedial Systems, grading and waste reconsolidation, installation of piles and pile caps, installation of vaults and under slab utilities and underground utility runs, and other sub-surface work. The Remedial Systems on Cell 2 were in progress as of December 2019 and were scheduled to be completed in March 2020. However, due to certain cost escalations resulting from previously unknown conditions on Cell 2 and other

factors, the work was halted to arrange additional funding, and vertical development of the CAM Cell 2 Project did not commence. On May 18, 2020, CAM filed a Complaint against the Authority and the City in the Los Angeles Superior Court, seeking repayment of funds it claimed to have invested in the Cell 2 Project (captioned *CAM-Carson, LLC v Carson Reclamation Authority, et al., Case No. 20STCV16461*) (the "**CAM Litigation**"). The CAM Litigation settled on or about October 22, 2025.

F. **Prior Process for Selection of Developer and Prior Agreements with Developer**. The Authority, through a request for proposal ("**RFP**") issued by the Authority, dated June 28, 2016, and a second RFP dated October 25, 2017, solicited some thirty-five developers to consider development of Cells 1, 3, 4, and 5. Neither of those selection processes were ultimately successful. On October 3, 2019, the Authority issued an Invitation to Propose for Cells 3, 4, and 5 on the 157 Acre Site (the "**Remainder Cells**"), which consists of approximately 85 net acres. Following receipt of seven development proposals from various development teams, multiple interviews and negotiations with each of the teams, Faring Capital, LLC, a Delaware limited liability company ("**Faring"**), predecessor in interest to Developer, was selected by the Authority to move forward and negotiate a potential development project on the Remainder Cells. Those negotiations culminated with the Authority, City and Faring entering into (i) that certain Option Agreement, dated as of December 17, 2020 (the "**Original Option Agreement**"), and (ii) that certain Deposit and Reimbursement Agreement dated as of June 5, 2020, which agreement was amended and restated pursuant to that certain First Amended and Restated Reimbursement and Deposit Agreement, dated December 18, 2020 ("**Original Reimbursement Agreement**"), which was superseded in its entirety by that certain Second Amended and Restated Reimbursement and Deposit Agreement dated May 1, 2022, and further amended by that certain letter amendment dated June 18, 2024 (as so amended, and as may be further amended, modified, or restated from time to time the "**Reimbursement Agreement**"), pursuant to which Faring was given an option to acquire the Property (as defined below) and Faring agreed, among other things, to (a) reimburse City and Authority for their respective costs in negotiating this Agreement and the other Project Agreements (as defined below), (b) reimburse the City and Authority for their respective costs in CEQA processing for the Developer's proposed project and amendments to The District at South Bay Specific Plan, and (c) make advances to the Authority for its Carry Costs (as defined below) incurred in connection with holding and maintaining the 157 Acre Site. The Original Option Agreement and the Original Reimbursement Agreement were assigned by Faring to Developer by virtue of that certain Assignment of Option Agreement and Joint Escrow Instructions dated January 19, 2021 and that certain Assignment of First Amended and Restated Reimbursement and Deposit Agreement dated January 19, 2021, respectively. Subsequently, Developer and the Authority entered into various amendments and extensions to the Original Option Agreement, between 2022 and 2026. In connection with this Development Agreement, Authority and Developer intend to enter into an Amended and Restated Option Agreement and Joint Escrow Instructions for Cells 3, 4, and 5 (the "**A&R Option Agreement**").

G. **Developer Property**. The Authority, Developer and City successfully completed all applications for the subdivision of the Remainder Cells, to adjust the horizontal and vertical subdivision lines separating the Surface Lot of the Remainder Cells (the "**Property**") from horizontally and vertically adjoining lots so as to match the final design of the Project (the "**Subdivision**"). As will be set forth in the A&R Option Agreement, the Authority shall (i) retain the Subsurface Lot of the Remainder Cells and (ii) convey to Developer: (1) fee title to the

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Property (i.e., the Surface Lot of the Remainder Cells), as more particularly described on **Exhibit C**; (2) an easement in certain portions of the land underlying the Surface Lot of the Remainder Cells ("**Subsidence Easement Area**") in order to permit construction of the Project (as defined below); (3) an easement over the Subsurface Lot of the Remainder Cells to a level 500 feet below the upper surface thereof ("**Subjacent Support Easement Area**"), for support for the Project and the Surface Lot of the Remainder Cells including the structural piles; (4) easements for the delivery of water, gas, electricity, telephone, cable, fiber optic and other communications services and utilities, and the removal and drainage of sanitary waste and stormwater, over Authority's property and facilities for such utilities located in the Subsurface Lot of the Remainder Cells and the other portions of the 157 Acre Site ("**Utility Easements**"); and (5) a non-exclusive perpetual easement to access, erect, maintain, power, repair and replace any signage Developer is allowed to install on the Embankment Lot (defined below) (i.e., the 2,200-foot-long I-405 embankment) ("**Embankment Easement**"). The real property interests comprising the Remainder Cells Surface Lot, the Subsidence Easement Area, the Subjacent Support Easement Area, the Utility Easements, the Embankment Easement and such other easements and rights, if any, with respect to the 157 Acre Site as Developer may acquire from Authority pursuant to the Grant Deed made by Authority in favor of Developer (the "**Grant Deed**") are referred to herein collectively as the "**Developer Property**".

H. **Future Cell 1 Development; Coordination of Development Projects**. The Authority will enter into agreements with a developer (the "**Cell 1 Developer**") for the development of Cell 1, and will need to facilitate cooperation between the Cell 1 Developer, Developer, and the then-applicable Cell 2 developer to achieve integrated projects amongst all Cells to coordinate on-site construction activity and to maximize the development potential of the 157 Acre Site.

I. **Choice of Developer for Site Development**. The Remainder Cells are located at a premier site, directly southwest of the I-405 Freeway, less than 13 miles from Los Angeles International Airport, and in prime location for access to Orange County, Long Beach, Los Angeles, and beyond. Developer has performed extensive due diligence on the 157 Acre Site including the Remainder Cells, and consequently has a clear understanding of the development constraints and severe environmental conditions afflicting the Site, including the Subsurface Lot and the Remainder Cells. Developer has proposed a unique project with components that will generate the financing necessary to pay for the significant remediation and infrastructure costs required for the development of the Project, and Developer has represented to the City and Authority that it has the financial means to meet its financial obligations hereunder and under the A&R Option Agreement and the Project Agreements.

J. **The Project**. Developer's proposed Project on the Property will consist of the following: (i) five light industrial buildings (providing for e-commerce/fulfillment center uses and distribution center/parcel hub uses) consisting of a maximum of 1,567,090 square feet total, inclusive of up to 75,000 square feet of associated office space, and (ii) associated signage (as depicted on **Exhibit C** attached hereto and as further defined in Section 1 below and described in detail in the Scope of Development attached hereto as **Exhibit D**, the "**Project**").

K. **Consideration for the Property**. Pursuant to the terms and conditions of the A&R Option Agreement, Developer (as successor-in-interest to Faring, as recited in Recital F, above)

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has paid or will pay the Authority consideration for the Developer Property, if Developer elects to exercise the option (i.e., the "Option Consideration" described in the A&R Option Agreement).

L. **License Agreement and CC&Rs**. Following the satisfaction of various conditions precedent in the A&R Option Agreement, (1) Authority will convey the Developer Property to the Developer pursuant to the Grant Deed, (2) Authority shall grant the Developer a license to enter the Subsurface Lot of the Remainder Cells pursuant to that certain License Agreement (as defined below) between the Authority and the Developer, a memorandum of which shall be recorded in the Official Records concurrently with the recordation of the Grant Deed, and (3) Authority and Developer shall enter into and record against the 157 Acre Site the CC&Rs (as defined below).

M. **Existing CFD**. The Property is currently subject to the taxes and terms set forth under Community Facilities District No. 2012-1 of the City of Carson (The Boulevards at South Bay - Remedial Systems Operations Maintenance and Monitoring) (the "**Existing CFD**"), which Existing CFD shall be amended, modified or restated as further discussed in Section 14.4 of this Agreement.

N. **Environmental Review**. The 157 Acre Site was originally entitled for development by CM pursuant to The Carson Marketplace Specific Plan, approved on February 8, 2006, and amended on April 5, 2011 (as so amended, the "**Boulevards Specific Plan**"). The Boulevards Specific Plan was further amended on April 3, 2018, and renamed "The District at South Bay Specific Plan" (as so amended, the "**2018 Specific Plan**"). Pursuant to the terms and conditions of the Original Option Agreement, the Developer completed a subsequent amendment to the 2018 Specific Plan, which was approved by the City Council concurrently with the Council's approval of a Development Agreement, dated as of June 8, 2022, between City and Developer concerning the development of the Property (the "**Original DA**") (as so amended, the "**2022 Specific Plan**"). The Developer completed a further amendment to the 2022 Specific Plan, which was approved by the City Council concurrently with the Council's approval of this Agreement (as so amended, the "**Specific Plan**" or "**2026 Specific Plan**"). Extensive environmental review was previously undertaken pursuant to CEQA (as defined below) for the 157 Acre Site in connection with the approval of the Boulevards Specific Plan in 2006, the 2018 Specific Plan, the 2022 Specific Plan, and the 2026 Specific Plan (the "**CEQA Review**"), which culminated in a Final Environmental Impact Report, dated February 8, 2006 for the Boulevards Specific Plan, an Addendum to the Final Environmental Impact Report dated March 2009, a Supplemental Environmental Impact Report dated April 3, 2018 (the "**2018 SEIR**"), a Final Supplemental Environmental Impact Report, dated April 2022 (the "**2022 SEIR**"), and a determination that the 2026 Specific Plan was within the scope of the project previously analyzed by the 2022 SEIR pursuant to CEQA Guidelines Sections 15162 and 15168.

O. **Public Benefits of the Project**. The development of the Project is expected to realize significant regional and community public benefits, including, without limitation, the following:

1. *Overcoming Constraint of Remediation Cost.* The 157 Acre Site is one of the largest undeveloped properties along the I-405 in Los Angeles County. This continued blight and vacancy is due to the extraordinary remediation costs required prior to any vertical development. While the DTSC-approved RAP was approved in 1995, the Remedial Systems

necessary for the overall 157 Acre Site still remain incomplete. Despite decades of efforts by prior developers and by the Authority to remediate and develop the Site, all have failed to-date since conditions have not been financially feasible due to the substantial environmental remediation costs required to develop the former landfill. Accordingly, the Project represents a unique opportunity to develop a significant portion of the 157 Acre Site and remediate the underlying soil, soil vapor and groundwater issues afflicting the Remainder Cells (which constitute a majority of the Site).

2. *Job Generation*. The Project entails a land use and infrastructure plan that will support the creation of a major job center in the City and significantly improve the City's jobs to housing balance. The Project is proposed to provide substantial economic and employment opportunities for the community, with a goal of generating approximately 2,000 new direct construction jobs, with another 3,000 indirect and induced, as well as approximately 4,600 new permanent jobs.

3. *Insurance.* The Project will contribute to a robust insurance program for the 157 Acre Site to provide coverage to the public entities, developers, property owners and contractors carrying out construction on the 157 Acre Site, to which Developer pays its fair share as provided in Article 13.

4. *Carry Costs*. As part of Developer's agreement with Authority under the A&R Option Agreement, Developer has agreed to reimburse Authority for a proportional share of the Carry Costs of the 157 Acre Site (based on the acreage of the Property in comparison to the acreage encompassing the 157 Acre Site), subject to certain maximum reimbursements, which will substantially assist the Authority in its ongoing operations and maintenance of the Site.

In exchange for these benefits to City and the other public benefits described herein, Developer desires to receive the assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement, including, without limitation, the vested rights specified herein, all as more particularly set forth herein.

P. **Summary of Certain Terms Regarding Construction of Remedial Systems, Building Protection Systems, and Infrastructure and Site Development Improvements**. City, Authority and Developer have agreed to the following terms regarding the remediation and development of the Project and related improvements:

1. *Remedial Systems / BPS Components.* The RAP requires that the Remedial Systems be constructed and operated and maintained as necessary to cap the landfill and remove landfill gas and contaminants which could pollute groundwater underlying the Site. This work includes remediating and preparing the various cells that comprise the 157 Acre Site for development, including, without limitation, the relocation and consolidation of trash layers and excavation and grading necessary to install such systems. The initial fourteen million dollars ($14,000,000) for the construction and installation of the Remainder Cells Remedial Systems shall be provided by City. The operation and maintenance of the Remedial Systems shall continue to be carried out by the Authority, with funding provided by the City of Carson Enhanced Infrastructure Financing District, the Existing CFD or the Amended Sitewide CFD (as defined

below), and Carry Costs paid by Developer, as further described and subject to the A&R Option Agreement.

2. *Infrastructure*. Authority has contracted with RE Solutions, LLC ("**RES**") as its development construction manager for the 157 Acre Site, including, without limitation, the construction of Lenardo Drive, Stamps Drive, certain offsite infrastructure and other improvements therein and associated therewith (as further defined in Section 1 below, the "**Lenardo Infrastructure**"). The City has previously committed to provide the following funds to pay for the construction of the Lenardo Infrastructure: (a) an allocation of $26,000,000 from 2024 Lease Revenue Bonds, and (b) $22,400,000 from Measure R/M Bond funding. Furthermore, to the extent the City receives South Bay COG grant funds from LA Metro (as discussed in the Letter from the Authority to SL Carson Builders, LLC, dated December 4, 2025, regarding "Updated Status of Lenardo Drive Funding from City of Carson and Carson Goose Owner, LLC), such funds shall be used for the construction of the Lenardo Infrastructure, subject the terms of the A&R Option Agreement.

3. *Site Development Improvements.* Due to the contaminated condition of the Remainder Cells and the uncompacted condition of the soils thereunder, the costs of development on the Remainder Cells have been higher than the market would bear and thus, the Remainder Cells have been undevelopable despite the interest of numerous developers over approximately 50 years. The additional cost required to develop a project on the Remainder Cells will include grading and site work, all of which must be done in contaminated soils using special safeguards (subject to the RAP and other DTSC Regulations (as defined below)). "**Site Development Improvements**" will be constructed within the Remainder Cells and include: (i) installation of piles and pile caps, vaults, and under slab utilities; (ii) establishing underground utility runs from the property lines to the utility shelves connected to the buildings; and (iii) constructing the structural slab for the foundation of the buildings, as more specifically described in and subject to the A&R Option Agreement.

Q. **City Role with Respect to the Project**. City has no real property interest in the 157 Acre Site, which is wholly-owned by Authority. However, City possesses the legal authority to regulate the zoning of the 157 Acre Site, to approve and modify the General Plan land use designations applicable to the Site, any changes to the Specific Plan, and approve of this Agreement, all pursuant to state law, and to undertake environmental review pursuant to CEQA (as defined below) and approve mitigation measures and development applications for specific projects proposed for the Site including the Project, and corresponding conditions of approval, modifications / changes to the EIR and the EIR Mitigation Measures applicable to the foregoing. In addition to such regulatory authority, the City would typically ensure the provision of public infrastructure and related services to the Project, including streets, sidewalks, parkways, sewer, water, drainage, lighting, and other utilities, including the assurance of public accessibility to the Project including, without limitation, by assuring construction of the Lenardo Infrastructure (the "**Infrastructure Obligations**"). However, pursuant to that certain Cooperation Agreement, entered into between the Authority and the City concurrently with the Original DA (the "**Cooperation Agreement**") and as further set forth therein, City has contracted with the Authority to enable the construction of the Infrastructure Obligations. City, Developer, and Authority acknowledge that (i) the descriptions of the Project in the Cooperation Agreement are now outdated due to changes to the Project made by this Agreement, (ii) descriptions of the terms and

conditions of the "Option Agreement" in the Cooperation Agreement are now superseded by the terms and conditions of the A&R Option Agreement, and (iii) the provisions regarding Developer's obligations in the Cooperation Agreement are now superseded by the provisions regarding Developer's obligations in this Agreement and the A&R Option Agreement. However, nothing in the previous sentence impacts the City's obligations under the Cooperation Agreement, or the Authority's authority or agreement to provide for the construction of the Infrastructure Obligations as provided in the Cooperation Agreement.

R. **Original DA**. The City's Planning Department prepared the 2022 SEIR to address the modifications to the 2018 EIR necessary for the project in the Original DA and the Specific Plan in accordance with all CEQA requirements. On April 18, 2022, the Planning Commission held a public hearing on Developer's application for the Original DA and the 2022 Specific Plan and recommended approval to the City Council. On May 23, 2022, the City Council, after giving notice pursuant to Government Code §§ 65090, 65091, 65092 and 65094, held a public hearing on the 2022 SEIR, the proposed 2022 Specific Plan, and the Original DA, and after making appropriate findings, adopted Ordinance No. 22-2208 approving the Original DA, Resolution No. 22-085 approving the Final 2022 SEIR, and Ordinance No. 22-2207 approving the 2022 Specific Plan. The Planning Commission and the City Council found on the basis of substantial evidence based on the entire administrative record, that the Original DA was consistent with all applicable plans, rules, regulations and official policies of the City.

S. **Modifications to the Original DA**. The Original DA was subsequently modified through minor modifications requested by Developer and approved by the City pursuant to Section 7.5 of the Original DA on February 29, 2024 ("**Approved Minor Modifications**"). The Approved Minor Modifications were approved pursuant to a Settlement Agreement and Mutual Release between the City and Developer, which became effective on or about February 28, 2024.

T. **Application for Amended and Restated Development Agreement**. In or about May of 2026, Developer submitted to the City an application to amend and restate the Original DA, in order to incorporate changes made through the Approved Minor Modifications and to make other revisions to the Original DA contained in this Agreement.

U. **Approval of Amended and Restated Development Agreement.** On August 11, 2026, in accordance with the Development Agreement Statute, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution 26-2903, recommending that the City Council approve this Agreement. On September 1, 2026, the City Council introduced, and subsequently, on January 15, 2026, adopted, Ordinance No. 26-2613, making a determination that this Agreement is within the scope of the project previously analyzed by the 2022 SEIR pursuant to CEQA Guidelines Section 15168 ("**CEQA Determination**") and approving this Agreement. The Planning Commission and the City Council have found, on the basis of substantial evidence based on the entire administrative record, that this Agreement is consistent with all applicable plans, rules, regulations and official policies of the City.

V. At the public hearing on August 11, 2026, the Planning Commission also adopted Planning Commission Resolution No. 26-2902, which conditionally approved Development and Site Plan Review ("**DOR**") No. 00015-26 and Amended Vesting Tentative Tract Map ("**VTTM**")

No. 83481 for the Project subject to City Council approval of this Agreement and the 2026 Specific Plan.

W. **Amendment and Restatement of Original DA**. The Parties intend that this Agreement, upon taking effect, shall supersede the Original DA and all modifications made to the Original DA through the Approved Minor Modifications.

X. **Mutual Agreement**. Based on the foregoing and subject to the terms and conditions set forth herein, Developer and City desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be, and hereby are, incorporated into this Agreement, the Parties agree as follows:

ARTICLE 1. DEFINITIONS.

Except as otherwise defined elsewhere within this Agreement the following terms are used as defined terms throughout this Agreement.

1.1 2022 SEIR Mitigation Measures. "**2022 SEIR Mitigation Measures**" means the Mitigation Measures set forth in the 2022 SEIR and attached hereto as **Exhibit F**.

1.2 2022 SEIR Project Design Features. "**2022 SEIR Project Design Features**" means the Project Design Features set forth in the 2022 SEIR and attached hereto as **Exhibit F**.

1.3 2026 Specific Plan. "**2026 Specific Plan**" means the amendment to the District At South Bay Specific Plan approved by the City Council on September 15, 2026 pursuant to Ordinance No. 26-2612.

1.4 2022 SEIR. "**2022 SEIR**" means Resolution No. 22-085 approving the Final 2022 Supplemental Environmental Impact Report.

1.5 Actual Knowledge. "**Actual Knowledge**" shall have the meaning set forth in Section 14.7.

1.6 Anniversary Date. "**Anniversary Date**" means the date of the anniversary of each year following the Effective Date of this Agreement.

1.7 Annual Review. "**Annual Review**" means the annual review of Developer's performance of the Agreement in accordance with Article 10 of this Agreement and Government Code § 65865.1.

1.8 Applicable Law(s). "**Applicable Law(s)**" means all statutes, rules, regulations, ordinances, resolutions, official policies, guidelines, actions, determinations, permits, orders, or requirements of the federal, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Remedial Systems, the 157 Acre Site, or the performance of the Parties' respective obligations hereunder

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(specifically including the 2022 SEIR and 2022 SEIR Mitigation Measures), including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, subdivision, non-discrimination, prevailing wages, DIR (as such term is defined below) regulations, and DTSC Regulations and any and all other regulations or requirements imposed by any applicable governmental authority, including, the Local Enforcement Agency of the Los Angeles County Department of Public Health ("**LEA**"), such as those under the Post-Closure Land Use Plan, prepared by RES and EKI, if and when approved by DTSC. All references herein to Applicable Laws include subsequent amendments or modifications thereof, unless otherwise specifically limited by the terms of this Agreement.

1.9 Application. "**Application**" means an application (whether discretionary or ministerial) for a Development Approval meeting all of the terms of the 2026 Specific Plan or when the terms of the 2026 Specific Plan do not address a particular permit, then meeting the terms of the Zoning Code and other Existing Land Use Regulations.

1.10 BPS. "**BPS**" shall mean the building protection systems which are required by the Los Angeles County Department of Public Works or the LEA, as applicable, for all new buildings constructed on the Site and which are necessary for development on the 157 Acre Site due to the prior landfill use, which will need to be constructed in order to enable the development and operations of the Project. The BPS is not a Remedial System.

1.11 Carry Costs. "**Carry Costs**" means those costs associated with ownership by Authority of the 157 Acre Site, including without limitation operation and maintenance of the Remedial Systems and the Authority's other costs of holding and maintaining the 157 Acre Site.

1.12 Cells. "**Cells**" means each of the five (5) designated cells described in the RAP within the 157 Acre Site, as delineated in **Exhibit A**.

1.13 CEQA. "**CEQA**" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

1.14 Certificate of Review. "**Certificate of Review**" means the certificate issued by City at the request of Developer following each Annual Review or Major Review to evidence compliance by Developer with the terms of this Agreement.

1.15 Certificate of Occupancy. "**Certificate of Occupancy**," with respect to a particular building or other work of improvement, means the final certificate of occupancy issued by City with respect to such building or other work of improvement.

1.16 City Attorney. "**City Attorney**" means the City Attorney for the City of Carson or his or her designee.

1.17 Claims or Litigation. "**Claims or Litigation**" means any litigation, administrative action or other adversarial proceeding, brought by any third party (i) challenging the legality, validity or adequacy of (1) this Agreement, (2) the Existing Development Approvals (including, without limitation the CEQA Determination and the 2026 Specific Plan), (3) any Future Development Approvals, (4) the General Plan or Land Use Regulations to the extent arising

in the context of a challenge to or affecting implementation of any of the foregoing Development Approvals, or (5) other actions of City pertaining to the Project, or (ii) seeking damages against City as a consequence of the foregoing actions.

1.18 Compliance Log. "**Compliance Log**" means the compliance log set forth in Section 10.1(c) in this Agreement.

1.19 Conditions of Approval. "**Conditions of Approval**" means those conditions to development of the Project imposed pursuant to the Existing Development Approvals, including, without limitation, those set forth on **Exhibit G**, attached hereto.

1.20 Default. "**Default**" refers to any material default, breach, or violation of a provision of this Agreement as described in Article 11 below for which a Notice of Default has been given and the time period for cure has passed without cure thereof. "**City Default**" refers to a Default by City, while "**Developer Default**" refers to a Default by the Developer.

1.21 Development Agreement Statute. "**Development Agreement Statute**" means Sections 65864 through 65869.5 of the California Government Code as it exists on the date the City Council approves this Agreement.

1.22 Development Approvals. "**Development Approvals**" means the following (to the extent applicable to the Developer Property only): land use approvals, plans, maps, permits and entitlements of every kind and nature, including, but not limited to, the 2026 Specific Plan (and any future Specific Plan amendments), General Plan or Zoning Code amendments, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, site plan and design review approvals, administrative permits, conditional use permits, sign program permits and approvals, review of building, signage or landscape plans, lot line adjustments, certificates of compliance, planning, construction noise variances, engineering or other approvals required pursuant to the Conditions of Approval, grading, building and other similar permits affecting the Developer Property and other more detailed planning or engineering approvals, CEQA Review and other environmental assessments, including without limitation environmental impact reports (including the 2022 SEIR), any addenda thereto, initial studies, negative declarations, and mitigated negative declarations, any amendments or modifications to those plans, maps, permits, assessments and entitlements and all conditions of approval legally required by City with respect to development of the Developer Property, as a condition to subdivision of the 157 Acre Site and/or implementation of the Project in accordance with this Agreement. The term Development Approvals includes both the Existing Development Approvals and Future Development Approvals, but does not include rules, regulations, policies, and other enactments of general application within the City.

1.23 Development Plan. "**Development Plan**" means the Existing Development Approvals, the Existing Land Use Regulations applicable to the Project and/or the Developer Property consistent with the terms of this Agreement, including the Development Standards.

1.24 Development Standards. "**Development Standards**" means the development standards, regulations, and requirements set forth in the 2026 Specific Plan or otherwise set forth in this Agreement.

1.25 DIR. "**DIR**" means the Department of Industrial Relations.

1.26 Director. "**Director**" means the City's Director of Community Development or equivalent City official. The Director shall be deemed the City's compliance officer for monitoring Developer's performance hereunder.

1.27 DTSC Regulations. "**DTSC Regulations**" means the RAP, the 1995 Consent Decree, MAPO, Phased Development Letter, CFA, LUC, and all other orders, or regulations imposed by DTSC upon the Developer Property (and any amendments or modifications thereto).

1.28 Effective Date. "**Effective Date**" means the latest of the following dates: (i) the date this Agreement becomes effective pursuant to the Development Agreement Statute; (ii) the date this Agreement has been executed by both Parties; and (iii) the date the A&R Option Agreement has been executed by Developer and the Authority.

1.29 Embankment Lot. "**Embankment Lot**" means the approximately (5) five-acre strip of land on Cell 2, adjacent to the I-405 Freeway that shall be retained by the Authority. The Embankment Lot is covered with a clay cap and not a membrane liner.

1.30 Existing Development Approvals. "**Existing Development Approvals**" means (i) the Development Approvals listed on **Exhibit J**, regardless of when the permits and approvals listed in **Exhibit J** actually take effect, and (ii) the Project Agreements in effect as of the Effective Date.

1.31 Existing Land Use Regulations. "**Existing Land Use Regulations**" means those Land Use Regulations applicable to the Developer Property in effect on the date the City Council approves this Agreement.

1.32 Final Adverse Judgment. "**Final Adverse Judgment**" means, as to any Claims or Litigation involving litigation, administrative action or other adverse proceeding in the nature of litigation with respect to the Existing Development Approvals, the final unappealable judgment of the highest court with jurisdiction over the Claims or Litigation (or expiration of the period in which to file an appeal without appeal having been filed), which judgment sets aside approval of this Agreement, the CEQA Determination, the A&R Option Agreement (and any amendments thereto), or any of the Existing Development Approvals.

1.33 Funding and Cooperation Agreement. "**Funding and Cooperation Agreement**" means that certain Funding and Cooperation Agreement between Developer and Authority as further defined in the A&R Option Agreement.

1.34 Future Development Approvals. "**Future Development Approvals**" means any discretionary or ministerial Development Approval implementing the Project or regulating development or use of the Developer Property for which an Application or request is made or approved by Developer and for which the City grants approval after the Effective Date.

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1.35 Future Land Use Regulations. "**Future Land Use Regulations**" means Land Use Regulations enacted after the date the City Council approves this Agreement that are approved by the City Council in accordance with the terms and conditions of this Agreement.

1.36 General Plan. "**General Plan**" means the City's General Plan as it exists on the date the City Council approves this Agreement.

1.37 Insurance Administration Agreement. "**Insurance Administration Agreement**" means that certain Insurance Administration Agreement between the Authority and the Developer, substantially in the form set forth in the A&R Option Agreement.

1.38 Land Use Regulations. "**Land Use Regulations**" means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which govern or apply to the Project or regulate development or use of the Developer Property. Land Use Regulations include, without limitation, the ordinances and regulations adopted by City which govern permitted uses of land, the density and intensity of use, design standards and process for design review, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and the design, improvement and construction standards and specifications applicable to the Project and the Developer Property, including, but not limited to, the General Plan, the 2026 Specific Plan, the 2022 SEIR Mitigation Measures and the 2022 SEIR Project Design Features, the Zoning Code, development moratoria, implementing growth management and phased development programs, exactions, dedication requirements or other development-related fees or charges, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term "Land Use Regulations" does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.

1.39 Lenardo Infrastructure. "**Lenardo Infrastructure**" means those infrastructure, utilities and other improvements to serve the 157 Acre Site as defined and identified in the A&R Option Agreement.

1.40 License Agreement. "**License Agreement**" means the license agreement between the Authority and the Developer providing access to the Subsurface Lot of the Remainder Cells and other portions of the Site, as more particularly described in the A&R Option Agreement.

1.41 LOC Easement. "**LOC Easement**" means the certain easement agreement between Developer and Authority under which Authority may continue to access and operate the Remedial Systems from the landfill operations center, as more particularly described in the A&R Option Agreement.

1.42 Major Review. "**Major Review**" shall have the meaning set forth in Section 10.4.

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1.43 Minor Modifications. "**Minor Modifications**" means those changes to the Project, this Agreement and the Development Plan which can be made administratively as set forth in Section 7.5.

1.44 Municipal Code. "**Municipal Code**" means the City of Carson's Municipal Code as it existed on the date the City Council approves this Agreement and as it may be amended from time to time consistent with the terms of this Agreement.

1.45 Permitted Land Uses. "**Permitted Land Uses**" means all land uses permitted by the 2026 Specific Plan for Planning Area 3 as of right or permitted with issuance of the appropriate administrative permit, conditional use permit, variance and/or site plan and design review approval, as the case may be, as further described in Section 6 of the 2026 Specific Plan, including without limitation, Tables 6.1 and 6.2 thereof.

1.46 Processing Fees. "**Processing Fees**" means (i) City's normal fees for processing, tentative tracts/cell map review, plan checking, site review, site approval, administrative review, building permit (plumbing, mechanical, electrical, building), inspection and similar fees imposed to recover City's costs associated with processing, review and inspection of Applications, plans, specifications, etc., and (ii) any fees required pursuant to any Uniform Code described in Section 8.2.3. Developer is not required to pay City's normal and customary Processing Fees (provided, that Developer shall not be entitled to reimbursement of any Processing Fees paid as of February 29, 2024).

1.47 Project. "**Project**" means the development generally described in Recital J above, and the related signage on the Developer Property pursuant to the terms and conditions of this Agreement and the Development Plan, all as described more specifically in the Scope of Development attached hereto as **Exhibit D** and depicted on the Site Plan attached hereto as **Exhibit C**. The definition of the Project includes all construction of structures and buildings; construction in connection with leasing of the buildings within the Property, including without limitation, installation of tenant improvements; installation of landscaping; and installation of the signs described in the Development Plan applicable to the Developer Property.

1.48 Project Agreements. "**Project Agreements**" means, collectively, this Agreement, the A&R Option Agreement (as amended, modified, or supplemented from time to time), the Reimbursement Agreement, the CC&Rs, the Grant Deed, the License Agreement, the Insurance Administration Agreement, the Funding and Cooperation Agreement, the LOC Easement, the CFD Covenant, and all legally authorized amendments thereto, but only if and during such term as each such Project Agreement is legally effective.

1.49 Remainder Cells Remedial Systems. "**Remainder Cells Remedial Systems**" means the Remedial Systems to be constructed on the Remainder Cells. In no event shall the Remainder Cells Remedial Systems include any Remedial Systems on the non-Remainder Cells portions of the 157 Acre Site.

1.50 Remedial Systems. "**Remedial Systems**" includes, without limitation a landfill liner and cap, gas collection and control system, and groundwater extraction and treatment system on the 157 Acre Site, the soil excavation and grading work to accommodate such systems,

the landfill operation center ("**LOC**") located on a portion of Cell 3, and including any systems required pursuant to the 2022 SEIR Mitigation Measures or otherwise required by Applicable Laws with respect to the hazardous materials currently located on the 157 Acre Site.

1.51 Scope of Development. "**Scope of Development**" means the description of the Project and the manner in which it will be developed as set forth in **Exhibit D**.

1.52 Schedule of Performance. "**Schedule of Performance**" means the timeline for performance of the Project, the Remainder Cells Remedial Systems, the BPS, and the Site Development Improvements as described in Section 5.1.

1.53 Site Development Improvements. "**Site Development Improvements**" shall have the definition given in Recital P.

1.54 Term. "**Term**" means that period of time during which this Agreement shall be in effect and bind the Parties, as specifically defined in Article 3 below.

1.55 Zoning Code. "**Zoning Code**" means Title 17 of the Municipal Code as it existed on the date the City Council approves this Agreement, as the same may be further amended from time to time consistent with this Agreement.

ARTICLE 2. RECITALS; EXHIBITS.

2.1 Recitals. The Recitals set forth above are incorporated herein and constitute a 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. Any capitalized terms not defined in Article 1 shall have the meaning otherwise assigned to them in this Agreement, or where specifically indicated, in the Project Agreements, or as apparent from the context in which they are used.

2.2 Exhibits. The following are the Exhibits to this Agreement and are incorporated herein by this reference

Exhibit "A"	157 Acre Site Map and Depiction of Cells 1 Through 5
Exhibit "B"	Parcel Map 70372 (Surface Parcel and Subsurface Parcel)
Exhibit "C"	Project Site Plan
Exhibit "D"	Scope of Development
Exhibit "E"	Intentionally Omitted
Exhibit "F"	2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features
Exhibit "G"	Conditions of Approval
Exhibit "H"	Intentionally Omitted
Exhibit "I"	Intentionally Omitted
Exhibit "J"	Existing Development Approvals

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ARTICLE 3. TERM.

3.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and, unless earlier terminated pursuant to Article 11, shall continue until the date that is twenty-five (25) years from the Effective Date of this Agreement.

ARTICLE 4. NATURE OF DEVELOPMENT.

4.1 Vested Right to Develop. During the Term, subject to the Reservation of Authority by City contained in Article 8, Developer shall have a vested right to develop the Project on the Developer Property in accordance with and to the full extent permitted by the Development Plan, as the same may be amended or modified from time to time consistent with the terms of this Agreement, all of which shall exclusively control the development of the Project (including, without limitation, the uses, the density or intensity of use, architectural review, 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 or the Developer Property). To carry out the Project, Developer anticipates making capital expenditures to be made in reliance upon this Agreement and the A&R Option Agreement. In the absence of this Agreement, Developer would not have assurance that it can complete and utilize the Project for the uses and to the density and intensity of development set forth in this Agreement and the Existing Development Approvals. This Agreement is necessary to assure Developer that the Project will not be (i) reduced or otherwise modified in density, intensity or use, maximum height and size of proposed buildings and the design standards applicable to the Project and the Developer Property, from what is set forth in the Existing Land Use Regulations and Existing Development Approvals, or (ii) subjected to new rules, regulations, ordinances or official policies or plans except (1) Applicable Future Rules (as defined in Section 8.2); and (2) Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. Accordingly, Future Development Approvals shall apply to the Project and the Developer Property only to the extent that they are not in conflict with the Development Plan or are not contrary to the terms of this Agreement. Nothing included herein shall preclude Developer from voluntarily modifying the size and number of light industrial buildings proposed for the Property so long as (i) the total square footage ("**sq. ft.**") of industrial buildings does not exceed 1,567,090 (i.e., the sq. ft. amount analyzed in the 2022 SEIR), and (ii) such changes conform to the Development Standards.

4.2 Scope of Development. Developer shall construct the Project in conformance with the Scope of Development, the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, the Conditions of Approval, and substantially consistent with the Development Plan and the final plans and specifications approved by City. Developer shall not make any Material Changes to the Development Plan provided to the City as of the Agreement Date without the written consent of the Director or his or her designee. "**Material Changes**" for the purposes of this Section 4.2 include modifications to the Development Plan that (i) change the proposed uses for the Property to include uses not analyzed in the 2022 SEIR, (ii) increase the total amount of light industrial square feet and/or (iii) increase building heights for any portion of the Project above those analyzed in the 2022 SEIR for the Property. Further, Developer shall not construct the Project in a manner which would not be substantially consistent with the Development Plan and in conformance with the 2022 SEIR Mitigation Measures, the 2022 SEIR

Project Design Features, this Agreement or the Project Agreements, except upon obtaining any additional permits, orders, licenses or approvals required by the Existing Land Use Regulations, Existing Development Approvals and Applicable Future Rules and Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement. Modifications to the Development Plan that do not constitute Material Changes as defined above are considered Minor Modifications to the Development Plan that shall be made and approved administratively as set forth in Section 7.5 below. In the event of any proposed changes to the final plans and specifications to the Project following the Agreement Date, Developer shall immediately provide the City with any such changes, which changes shall be subject to the terms of this Section. In addition, as soon as is practicable after completion of Project construction, Developer shall submit to City as-built plans and specifications showing the Project as actually constructed.

4.3 Modification of Specific Plan Standards and City Ordinances. City hereby agrees to the following changes to the design and development criteria contained in the 2026 Specific Plan / City Ordinances:

4.3.1 *Public Art.* The Project shall implement on-site public art features as set forth in Section 6.10 of the 2026 Specific Plan. The Developer shall submit a comprehensive public art plan for Planning Area 3 to the Director for his or her review and approval prior to issuance of a building permit for the Project and shall install the public art features prior to issuance of any occupancy permits by the City for the particular parcel which the Developer has requested to receive an occupancy permit.

4.3.2 *Private Security Services.* Developer shall provide private security sufficient to serve the Property, or coordinate with the City to have the Los Angeles County Sheriff's Department ("**Sheriff**") provide security services for the Property (and/or for specific events), and in all cases Developer shall coordinate with the Sheriff in security matters with respect to the Project. From time to time as requested by any Party or the Sheriff, the Parties shall meet and confer with the Sheriff regarding matters related to the security of the Project.

4.3.3 *Sheriff's Services and Fees.* Developer shall pay for any and all supplemental or overtime services that are requested by Developer or required for the Project. All costs of Sheriff's services paid by Developer pursuant to this Section shall be administered through and rates shall be determined pursuant to City's contract with the Sheriff, as it may be amended from time to time, at the contracted rates paid by City for Sheriff's services and without mark-up or administrative fee of any type or sort, unless such administrative fee or mark-up is paid by City pursuant to the agreement between City and the Sheriff.

4.3.4 Intentionally Omitted.

4.3.5 Intentionally Omitted.

4.3.6 *Development Impact Fees*. Pursuant to Chapter 7 of the City's Ordinance No. 19-1931 ("**DIF Ordinance**"), which establishes the City's required Development Impact Fees ("**DIF**") required for any project development within the City, development projects upon property owned by the Authority may be exempt from the terms and provisions of the DIF

Ordinance. Notwithstanding anything to the contrary herein, Developer shall not be required to pay any DIF pursuant to the DIF Ordinance or any Processing Fees related to Existing Development Approvals, but (i) Developer shall be required to pay any Processing Fees related to Future Development Approvals that require an amendment to the Development Agreement or a new development agreement and (ii) Developer shall be required to fully comply with all of its monetary obligations set forth in the A&R Option Agreement, and in the event of Developer's breach of such obligations, Developer shall immediately be subject to the City's DIF Ordinance's obligations to pay DIF to the City in the amounts and at the time payments are required pursuant to the provisions of the DIF Ordinance, unless otherwise agreed by the City.

4.4 City Infrastructure.

4.4.1 Lenardo Infrastructure; Cooperation Agreement. While the City would typically take the responsibility to provide public infrastructure and services on, over and in the 157 Acre Site, including streets, sidewalks, parkways, sewer, water, drainage, lighting, and other utilities, and assure accessibility to the 157 Acre Site, instead, the City has contracted with Authority pursuant to the Cooperation Agreement to ensure the construction of such improvements (i.e., the Lenardo Infrastructure), in order to avoid any City liability with respect to the 157 Acre Site (given the environmental conditions afflicting the Site and the liability associated therewith). Pursuant to the Cooperation Agreement, the City is obligated to contribute twenty-two million four hundred thousand dollars ($22.4M) of funding to the construction of Lenardo Drive pursuant to its allocation of Measure R/M Bond funding.

4.4.2 Intentionally Omitted.

4.4.3 Intentionally Omitted.

4.5 Project Entries and Entry Monument Signs. City will permit the design and development of three entry plazas for the 157 Acre Site at the main access points to the 157 Acre Site at Del Amo Boulevard, Main Street, and at the Avalon Boulevard/I-405 Freeway ramps ("**Entry Plaza(s)**"). The Entry Plaza improvements will include iconic entry monuments with integrated signage (comprising the "**Entry Monuments**" described in Section 6 of the 2026 Specific Plan) which shall include specific identification signage for the Project as approved by Developer ("**Entry Signs**"). The Entry Monuments and Entry Signs will be developed in accordance with Section 6 of the 2026 Specific Plan and may incorporate hardscape, landscape or other aesthetic features. Plans will be prepared by either Developer, the Cell 2 Developer, and/or the Cell 1 Developer. The first developer within the 157 Acre Site that seeks approval from the City of building permits for its project buildings shall be responsible to prepare the designs and plans for the Entry Plazas as part of the Master Sign Program described below, which shall require approval from the City prior to issuance of building permits (provided, however, that the costs of preparation of such designs and plans shall be subject to reimbursement by the other developers of the 157 Acre Site, once such projects seek approval of building permits, if not earlier). The Entry Signs may include identity signage for the 157 Acre Site and shall in all cases include identity signage for the Project with the design thereof reasonably approved in good faith by the Authority / City. Developer shall be responsible to pay its pro rata share of the costs of construction, installation, operation and maintenance of the Entry Plazas, including the Entry Monuments and Entry Signs, which shall be equal to sixty percent (60%) of the costs required for

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the installation, operation and maintenance of same in accordance with the terms and provisions of the 2026 Specific Plan.

4.6 Signage Programs.

4.6.1 *Master Sign Program.* Developer may develop a Master Sign Program design in coordination with the then-current developer of Cell 2, and the Cell 1 Developer, which shall require approval by the City/Authority. The Master Sign Program shall include the designs and plans for the Entry Plazas and the Freeway Pylon Signage as set forth in the 2026 Specific Plan, which must be consistent with any previously approved comprehensive sign program approved by the City for any Cell, provided, however, the Master Sign Program must be prepared and reasonably approved by the City/Authority prior to the issuance of any occupancy permits for any Project buildings. The cost of the Master Sign Program design/construction shall be borne by each respective Cell owner/developer, based upon the acreage of such Cells in comparison to the overall 157 Acre Site. The Master Sign Program design may be subject to revision as the Site is developed, with the Cell 2 Developer, and the Cell 1 Developer forming a sign review committee which shall review any proposed design revisions and make comments to City / Authority with City / Authority having final determination. The Master Sign Program may be implemented in phases based on developed area. Developer shall pay sixty percent (60%) of the reasonable costs associated with the preparation and implementation of the Master Sign Program. Notwithstanding the foregoing, if Developer is not allocated a specific Freeway Pylon Sign (i.e., a digital off-site billboard on the Embankment), such cost allocation for implementation shall be reasonably adjusted to account for such fact, and Developer shall at least be entitled to on-site tenant signage within one or more of the Freeway Pylon Signs, if and to the extent the same are approved by Caltrans for development. The Director may approve other alternatives to the above requirements as deemed necessary depending on the scope and timing on the proposed projects.

4.6.2 *Remainder Cell Signage Program*. Developer shall prepare and receive approval for a comprehensive sign program for the Remainder Cells as set forth under the terms and conditions under the 2026 Specific Plan, including way-finding signage, project name identification, and wall mounted project signage for all portions of the Project. Such comprehensive sign program must be submitted to the City and approved prior to issuance of a certificate of occupancy for the first industrial building.

4.7 Agreement to Govern Zoning; Priority of Regulations. City has determined that this Agreement is consistent with the General Plan, the 2026 Specific Plan and the Zoning Code. As such, this Agreement and its exhibits shall be the primary documents governing the Project and the use and development of the Developer Property, and, in the event of a conflict, shall prevail over the Existing Land Use Regulations. Any zoning issues or requirements applicable to the Developer Property or any portion thereof that are not otherwise governed by this Agreement, the 2026 Specific Plan, the Existing Development Approvals and/or the Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement shall be governed by the Existing Land Use Regulations. Project zoning and permitting shall be governed by the following hierarchy of regulations when there is a conflict in terms that is not reasonably susceptible to interpretive harmonization (with item "a" having highest governing authority and descending therefrom):

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(a) The 2022 SEIR and 2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features in connection with the Existing Development Approvals, as the same may be amended from time to time, in accordance with this Agreement;

(b) The terms of this Agreement;

(c) The terms of any Existing Development Approvals, including without limitation, the 2026 Specific Plan; and

(d) Existing Land Use Regulations.

4.8 Right to Future Development Approvals. Subject to City's exercise of its police power authority as specified in Articles 6 and 8 below, Developer shall have a vested right: (i) to receive from City all Future Development Approvals made applicable to the Project and/or the Developer Property that are consistent with and implement the 2022 SEIR, and that are substantially consistent with the Development Plan and this Agreement; (ii) not to have such approvals be withheld, conditioned or delayed for reasons inconsistent with this Agreement, and (iii) to cause development of the Project on the Developer Property in a manner consistent with such approvals in accordance with this Agreement. All Future Development Approvals for the Developer Property, including, without limitation, zone changes, or tract maps, shall, upon approval by City, be vested in the same manner as provided in this Agreement for the Existing Development Approvals, for the Term of this Agreement.

4.9 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 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.

4.10 Existing Development Approvals. Only those items specifically set forth on **Exhibit J** hereto are deemed Existing Development Approvals for purposes of this Agreement. Any approvals not included within **Exhibit J** shall not apply to the Project with the exception of Applicable Future Rules permitted pursuant to Article 8 below and Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement.

4.11 CEQA. CEQA review and approvals for the Project shall be or have been completed prior to, or concurrent with, approval of this Agreement by the City Council. Without limitation of the foregoing, Developer specifically acknowledges and agrees that in connection with the Project, Developer shall satisfy all 2022 SEIR Mitigation Measures and required 2022 SEIR Project Design Features/Project Characteristics for which Developer is assigned responsibility. In the event that any additional CEQA documentation is legally required for any discretionary Future Development Approval for the Project, then City shall conduct such CEQA review, at Developer's expense.

4.12 Employment Outreach for Local Residents. A goal of City with respect to this Project and other major projects within City is to foster employment opportunities for City of Carson residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, 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, including working with the South Bay Workforce Investment Board and its Carson One-Stop Center, as City shall approve. Developer shall also notify City of jobs available at the Project such that City may inform City residents of job availability at the Project. Developer will inform its purchasers and lessees of the provisions of these requirements. Nothing in this Section 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 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

4.13 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. In addition, the Project shall be designed to meet the standards for LEED Silver Certified buildings (or equivalent techniques or designs used for the purpose of reduction of energy use as approved by the Director in writing) and Developer shall use commercially reasonable efforts to exceed such standards.

4.14 Solar Excess Energy. In the event that there is any excess energy generated from the Project's on-site photovoltaic panels (excess being defined as any power produced above what is required to provide energy to those activities on Cells 3, 4, and 5), Developer shall offer the City the option to purchase such excess power through a future Power Purchase Agreement.

ARTICLE 5. CONSTRUCTION AND SCHEDULING.

5.1 Timing of Development. The anticipated schedule for construction of the Project, the Remainder Cells Remedial Systems, the Site Development Improvements, the BPS and the Lenardo Infrastructure shall be as provided in the A&R Option Agreement, as may be modified from time to time ("**Schedule of Performance**"). Developer will use commercially reasonable efforts to process the Project and commence and complete construction of the Project, the Remainder Cells Remedial Systems, the BPS, and the Site Development Improvements, to the extent such construction is Developer's obligation under this Agreement and the A&R Option Agreement, in accordance with the Schedule of Performance. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer will adhere to the terms of the Schedule of Performance, as the same may be modified in accordance with this Agreement and the A&R Option Agreement, regarding the timing of development.

5.2 Plan for Construction Scheduling and Phasing.

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5.2.1 *Construction Schedule.* The Schedule of Performance sets forth the plan for the schedule of construction of the Project, the Remainder Cells Remedial Systems, BPS, and the Site Development Improvements including needed construction access prior to commencement of construction. City acknowledges that the Project may be developed in phases, and that the construction schedule may reflect such phasing. City further acknowledges that it will issue building permits for the Project such that construction may commence prior to recordation of the Project's Final Tract Map. Representatives of City, Authority, Developer and the other developers of Cell 1 / 2 shall meet to develop a coordinated schedule for all construction activity so that no project interferes with another.

5.2.2 *Coordination of Development.* Consistent with the nature of a major construction project, City shall reasonably regulate development of Cell 1, Cell 2, and the Property so as to ensure that construction activities on and around such other sites, including dust, noise, odors, traffic impediments, etc., do not adversely affect the Project or the construction of the other projects upon Cell 1 or 2, and that the construction activity on such properties will not adversely affect the development of the Property, or Cells 1 or 2, and that all such development shall comply with the terms and conditions of the 2022 SEIR and associated 2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features (as the same may be modified from time to time).

5.3 Processing.

5.3.1 *Good Faith Cooperation.* It is the express intent of this Agreement that the Parties cooperate and diligently work to implement any of the Existing Development Approvals. If Developer elects, in its sole discretion, to request City to incur overtime or additional consulting services to receive expedited processing by City, Developer shall pay all such overtime costs, charges or fees incurred by City for such expedited processing and City agrees to expedite processing of any Development Approvals, building permits and other permits and approvals required for the Project, including, without limitation, by authorizing overtime payments to its employees and contractors as reasonably required to expedite processing.

5.3.2 *Processing Fees.* Developer shall not be required to pay any normal and customary Processing Fees otherwise applicable to the Project which are otherwise standard for and uniformly applied to similar project developments within the City provided that Developer shall not be entitled to reimbursement of any Processing Fees paid prior to February 29, 2024. This Agreement shall not affect, excuse or modify Developer's obligation to reimburse the City for costs and fees, including attorneys' fees, incurred by the City in accordance with the terms set forth in the Reimbursement Agreement.

5.3.3 *Standard of Work.* When Developer is required by this Agreement and/or the Development Plan to construct any improvements which will be dedicated to City, the Authority or any other public agency, upon completion, Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to City, the Authority, or such other public agency should it have undertaken such construction work. If Developer performs any such public improvement work, Developer shall pay prevailing wages as required by any applicable laws and City shall not be liable for any failure in Developer's payment of prevailing wages or legally-imposed penalties therefore.

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5.4 Prevailing Wages. Developer shall pay prevailing wages as required by law, as described in California Labor Code § 1720 ("**Prevailing Wage Law**"). To the extent that it is determined that Developer has not paid, or does not pay, prevailing wages required by law for any portion of the Project, the Remainder Cells Remedial Systems, the BPS, and the Site Development Improvements, for which Developer is responsible, Developer shall defend and hold City 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 any portion of the Project, the Remainder Cells Remedial Systems, the BPS, or the Site Development Improvements, for which Developer is responsible, in violation of the Prevailing Wage Law. Developer acknowledges and agrees that should any third party, including, but not limited to, the Director of the Department of Industrial Relations ("**DIR**"), require Developer or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Developer shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. City makes no representation that any construction or uses to be undertaken by Developer are or are not subject to Prevailing Wage Law.

5.5 Other Governmental Permits; Delays. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to approvals required by any other governmental entity for the implementation of the Project, the Remainder Cells Remedial Systems, the BPS, the Site Development Improvements, and/or any Certificate of Completion issued by the City in connection with the Project; provided, however, the Parties acknowledge and agree that a Remedial Action Completion Report ("**RACR**") shall be required from DTSC for the Remainder Cells Remedial Systems components constructed on the Remainder Cells for the Decision Unit for which occupancy is sought. Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Developer Property which are Developer's responsibility under the Scope of Development and this Agreement, Developer shall at its own expense secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work. City shall cooperate with Developer in its efforts to obtain such permits and approvals and to satisfy the conditions to such permits and approvals. City and Developer shall cooperate and use reasonable efforts in coordinating the implementation of the Project and the Development Plan with other public agencies, if any, having jurisdiction over the Project and the Developer Property. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

5.6 Extensions for Construction Interruption Delays. Modifications to the Schedule of Performance to account for construction interruption delays shall be governed by the A&R Option Agreement.

5.7 Project Implementation. Construction of the Project, BPS, Remainder Cells Remedial Systems, and Site Development Improvements shall conform to the requirements of the

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RAP and other DTSC Regulations. The Parties agree and acknowledge that although the SEIR describes buildout of the Project by 2024, this timeline has not been feasible due to economic conditions and business factors.

5.8 Certificates of Completion. Once Developer has completed construction of all improvements required for any portion of the Project to City's satisfaction, City shall furnish Developer with a Certificate of Completion for such portion of the Project within thirty (30) calendar days of Developer's written request therefor (so long as the City has received DTSC's approval of the Mitigation Measures Completion Report or such other documentation evidencing completion approval from DTSC and/or the LEA) within such thirty (30) day timeframe, and if not, then City's obligations shall be extended until such time as DTSC has issued its approval of the Mitigation Measures Completion Report); provided that City finds that Developer has completed such portion of the Project pursuant to the terms of this Agreement and the Existing Development Approvals. The Certificate of Completion shall be executed and notarized so as to permit it to be recorded in the Official Records. The "**Certificate of Completion**" shall be a certificate stating that it constitutes conclusive determination of satisfactory completion of the construction of the improvements required by this Agreement upon the applicable portion of the Developer Property for the applicable portion of the Project, and of full compliance with the terms of this Agreement with respect thereto. City shall not unreasonably withhold, condition or delay the Certificate of Completion. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Lender or any insurer of a Mortgage securing money loaned to finance the improvements, or any part thereof. A Certificate of Completion is not notice of completion as referred to in the California Civil Code Section 8182. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from City before any Certificate of Completion is issued. Issuance of a Certificate of Occupancy other than for the shell and core shall not be a pre-condition to issuance of a Certificate of Completion.

ARTICLE 6. PROCESSING OF APPLICATIONS FOR FUTURE DEVELOPMENT APPROVALS; OTHER GOVERNMENT PERMITS.

6.1 Project Uses. Developer shall have the right to utilize the Project in accordance with the Permitted Land Uses and to develop the Project on the Developer Property in accordance with the Development Standards and to the density and intensity of use, maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Project or the Developer Property as set forth in the Existing Development Approvals and the Existing Land Use Regulations as the same may be amended from time to time in accordance with the terms and conditions of this Agreement.

6.2 Discretionary Approvals. Issuance by City of Future Development Approvals shall be governed by the terms of the 2026 Specific Plan and the provisions of this Agreement. Unless modified pursuant to City's Reservation of Authority set forth in Article 8, the provisions of the 2026 Specific Plan shall in all cases govern with respect to processing and approval of the Development Approvals required for the Project. The issuance of an administrative permit, conditional use permit or site plan and design review approval may result in the imposition of new or amended Conditions of Approval consistent with the requirements of this Agreement and not in conflict with the Development Plan (unless as a result of exercise by City of its Reservation of Authority under Article 8 or agreed to by Developer in writing).

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6.3 Duration of Permits and Approvals. All Project entitlements, including but not limited to, the vesting tentative tract map, site plan and design review permit(s), construction noise variance, administrative permits and all other approvals by City with respect to the Project as part of the Development Approvals shall continue during the Term of this Agreement.

6.4 Processing Future Development Approvals; General Protocols and Payment of Processing Fees. In order to implement the Project, Developer will be required to obtain certain Future Development Approvals, including without limitation signage and lighting permits, engineering permits, grading permits, foundation permits, construction permits and building permits. If Developer requests Future Development Approvals, Developer, in a timely manner, will provide City with all documents, Applications, plans and other information necessary for City to carry out its obligations hereunder in processing the Future Development Approvals, and Developer will cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefor.

ARTICLE 7. AMENDMENT AND MODIFICATION OF DEVELOPMENT AGREEMENT.

7.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement.

7.2 Procedure. Except as set forth in Section 7.4 below, 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, and meet the requirements of the Development Agreement Statute § 65867.

7.3 Consent. Except as expressly provided in this Agreement, no amendment, modification or clarification 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.

7.4 Specific Plan Adjustment Mechanisms. In addition to the procedures provided herein, the 2026 Specific Plan in Section 7 on Implementation contains a process for the Director to issue ministerial/administrative permits and approvals of aspects of the Project that (1) make minor non-substantive changes to the Development Plan and the Project and (2) are consistent with the certified 2022 SEIR.

7.5 Minor Modifications. Notwithstanding the processes established under Section 7 of the 2026 Specific Plan, with the sole exception of the comprehensive sign plan for PA3, Minor Modifications to this Agreement, the Project, and/or the Development Plan shall be made ministerially, with the approval of the Director. Such "**Minor Modifications**" shall be defined as modifications to this Agreement, the Project/Development Plan that do not (i) change the proposed uses analyzed in the 2022 SEIR, (ii) increase the total amount of light industrial square footage within the Property beyond what was studied in the 2022 SEIR, and/or (iii) increase building heights within the Property in comparison to what was studied in the 2022 SEIR.

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ARTICLE 8. RESERVATION OF AUTHORITY.

8.1 Later Enacted Measures. This Agreement is a legally binding contract which will supersede any statute, ordinance, or other limitation enacted after the date this Agreement is approved by the City Council, except as provided in this Article 8. Any such enactment, or the issuance of any Future Development Approval, or the adoption of Future Land Use Regulations applicable to the Project or regulating development or use of the Developer Property which is not an Applicable Future Rule under Section 8.2.1 and which (i) materially affects, restricts, impairs, delays, conditions, or otherwise impacts the vested rights granted to Developer by this Agreement, including, without limitation, the right of Developer to develop, operate and use the Project in accordance with the Development Plan, or (ii) is materially in conflict with or contrary to the terms of this Agreement, shall not apply to the Project. Nothing herein shall restrict Developer's right to challenge or contest the validity of any state, federal or local law, regulation or policy or the applicability of such law, regulation or policy to the Developer Property or the Project.

8.2 Limitations, Reservations and Exceptions. Notwithstanding anything to the contrary set forth herein, in addition to the 2022 SEIR, the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, this Agreement, the Existing Development Approvals and the Existing Land Use Regulations, and only the following Land Use Regulations adopted by City after the date this Agreement is approved by the City Council ("**Reservation of Authority**") shall apply to and govern the Project and the Developer Property:

8.2.1 *Future Regulations*. Future Land Use Regulations which (i) are not in conflict with this Agreement or with the Existing Land Use Regulations, the Existing Development Approvals or any Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement or; (ii) even if in conflict with the Existing Land Use Regulations, are enacted or adopted pursuant to the Reservation of Authority of City set forth in this Article 8; or (iii) even if in conflict with the Existing Land Use Regulations, have been consented to in writing by Developer, shall be deemed to constitute "**Applicable Future Rules**".

8.2.2 *State and Federal Laws and Regulations*. Where state or federal laws or regulations enacted after the date this Agreement prevent or preclude compliance with one or more provisions of this Agreement, those provisions shall be applied to the Project / Developer Property to the minimum extent necessary to comply with such state or federal laws or regulations.

8.2.3 *Public Health and Safety/Uniform Codes.*

(a) *Adoption Automatic Regarding Uniform Codes*. This Agreement shall not prevent City from adopting Future Land Use Regulations or amending Existing Land Use Regulations that are uniform codes and are based on recommendations of a multi-state professional organization and become applicable throughout City, such as, but not limited to, the Uniform Building, Electrical, Plumbing, Mechanical, or Fire Codes.

(b) *Adoption Regarding Public Health and Safety*. This Agreement shall not prevent City from adopting Future Land Use Regulations respecting public

health and safety to be applicable throughout City which directly result from findings by City that failure to adopt such Future Land Use Regulations would result in a condition injurious or detrimental to the public health and safety; provided that such Future Land Use Regulations apply uniformly throughout the City with respect to similar uses or concerns.

(c) *Adoption Automatic Regarding Regional Programs*. This Agreement shall not prevent City from adopting Future Land Use Regulations or amending Existing Land Use Regulations that are regional codes and are based on recommendations of a county or regional organization and become applicable throughout the region, such as the South Bay Cities Council of Governments, with the exception of any Future Land Use Regulations or amendments to Existing Land Use Regulations that will otherwise prohibit the uses or the density or intensity of uses, the maximum height or the design standards applicable to the Project or the Developer Property, that are allowed by this Agreement.

8.2.4 *Amendments to Codes for Local Conditions*. Notwithstanding the foregoing, no construction within the Project shall be subject to any provision in any of the subsequent Uniform Construction Codes, adopted by the State of California, but modified by City to make it more restrictive than the provisions of previous Uniform Construction Codes of City, notwithstanding the fact that City has the authority to adopt such more restrictive provision pursuant to the California Building Standards Law, including, but not limited to, Health and Safety Code § 18941.5, unless such amendment applies City-wide.

8.3 Fees, Taxes and Assessments. Notwithstanding any other provision herein to the contrary, City's Reservation of Authority shall also pertain to the following: City retains the right, in accordance with the Existing Land Use Regulations of City (i) to impose or modify business licensing or other fees pertaining to the operation of businesses; (ii) to impose or modify taxes and assessments which apply citywide such as utility taxes, sales taxes and transient occupancy taxes; (iii) to impose or modify fees and charges for City services such as electrical utility charges, water rates, and sewer rates; and (iv) to impose or modify any fees, taxes or assessments similar to the foregoing; provided that nothing herein shall restrict Developer's right to challenge or contest the validity of such fees, taxes and/or assessments.

ARTICLE 9. INTENTIONALLY OMITTED.

ARTICLE 10. ANNUAL REVIEW.

10.1 Annual Review.

(a) At the Annual Review, City shall review the extent of the Developer's compliance with the terms of this Agreement, including, without limitation, the Mitigation Measures under the 2022 SEIR and the Specific Plan terms and conditions.

(b) Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Section 65865.1 of the Government Code and the monitoring of mitigation in accordance with Section 21081.6 of the Public Resources Code. Developer shall cooperate in such review in all respects.

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(c) Developer shall maintain a Compliance Log which shall be a written record of (i) all complaints received from any source, public or private, with respect to the Project and/or work performed by Developer under this Agreement, (ii) the action taken by the Developer to address such complaint(s), (iii) the results, and (iv) the dates of each. Notice of the Compliance Log shall be given to each business and person operating and entering upon the Property to the satisfaction of the City. The City shall have access to the Compliance Log during normal business hours and a summary shall be included within the Annual Review.

(d) The cost of the Annual Review shall be borne by Developer and Developer shall pay a reasonable deposit in an amount requested by City to pay for such review.

10.2 Intentionally Omitted.

10.3 Failure to Comply. If City finds and determines that Developer has not substantially complied with the material terms and conditions of this Agreement for the period under review or that Developer fails to cooperate with City in the performance of the review, including making records in Developer's possession available to City that Developer is required to disclose pursuant to a request from the City, City may, in accordance with the procedures set forth in Section 11.5 and after provision of the notice and cure periods set forth in Section 11.4, declare a Developer Default.

10.4 Major Review. Unless triggered by any public complaint or concerns of the City Council with respect to the Project and/or any work performed by Developer under this Agreement that warrants review of these matters, not more than once every five (5) years, and at the discretion of City, the Annual Review shall be a Major Review which, besides the elements contained in Section 10.1, shall additionally include:

(a) An environmental review of compliance with all 2022 SEIR Mitigation Measures and the 2022 SEIR Project Design Features applicable to the Project.

(b) A summary of any significant complaints concerning the Project and/or work performed by the Developer under this Agreement.

(c) Summary of general maintenance of the Project, the Remainder Cells Remedial Systems, BPS, and Site Development Improvements, to the extent Developer is responsible for such maintenance.

(d) Any recommendations for improvement of Project performance to meet objectives of this Agreement and those set forth in the 2022 SEIR.

(e) Other significant issues pertaining to the obligations of Developer under this Agreement, in the discretion of the Director.

(f) Public presentation of the report to the City Council at a public meeting.

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10.5 Certificate of Review. Any of the elements set forth in Section 10.4 may be included in an Annual Review at the election of City. If, at the conclusion of an Annual Review or Major Review, City finds that Developer is in substantial compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Review to Developer in a form approved by City.

10.6 Performance Review. In addition to the Annual Review, at any time based upon complaint or other cause, the Director may initiate a performance review, carried out in accordance with the same procedure used for an Annual Review.

10.7 Failure to Conduct Annual Review. The failure of City to conduct the Annual Review or Major Review shall not be a Developer Default unless Developer fails to cooperate in providing necessary information.

ARTICLE 11. DEFAULT, REMEDIES AND TERMINATION.

11.1 Rights of Non-Defaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all the remedies as provided below following the occurrence of a default to enforce any term, covenant or agreement contained herein. Before this Agreement may be terminated or action may be taken against a defaulting Party ("**Defaulting Party**") to obtain judicial relief or otherwise, the Party seeking relief for a default ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of Section 11.4 and Section 11.5.1.

11.2 Reimbursement for Monetary Defaults. In the event either Party fails to perform any monetary obligation under this Agreement, the Non-Defaulting Party shall be entitled to, and may sue for, the payment of such sums to the extent due and payable. The Defaulting Party shall pay interest thereon at the lesser of: (i) six percent (6%) per annum, or (ii) the maximum rate permitted by law, from and after the due date of the monetary obligation until payment is actually received by the Non-Defaulting Party.

11.3 Compliance with the Claims Act. Compliance with this Article 11 shall constitute full compliance with the requirements of the Claims Act, Government Code § 900 et seq., pursuant to Government Code § 930.2 in any action brought by Developer.

11.4 Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement by delivering a written notice of the alleged default ("**Notice of Default**") in accordance with the procedures hereinafter set forth for any alleged failure or breach of any other Party to perform any material duty or obligation under the terms of this Agreement. Notwithstanding any failure or breach, a Party shall be deemed to be in Default under this Agreement (and therefore, a Defaulting Party) only if: (i) the Non-Defaulting Party has provided a Notice of Default to such Party setting forth the nature of the breach or failure and the actions, if any, required to cure such breach or failure, and (ii) the Party for which a breach is alleged shall have failed, if the breach or failure can be cured, to take such actions and cure such default (x) within twenty (20) calendar days after the date of its receipt of the written notice delivered by the Non-Defaulting Party for monetary defaults and (y) for all other defaults, within thirty (30) calendar days after the date of its receipt of the Notice of Default delivered by the Non-Defaulting Party, provided, however, if any non-monetary default cannot be cured within such

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thirty (30) day period, then the Defaulting Party shall not be deemed in breach of this Agreement if and as long as such Defaulting Party does each of the following (provided, however, that if such default is not cured within ninety (90) days following the delivery of the Notice of Default by the Non-Defaulting Party, then, notwithstanding such following actions, the Defaulting Party shall be deemed immediately in breach of the terms of this Agreement and the Non-Defaulting Party may terminate this Agreement in accordance with the procedures under Section 11.5.2):

(a) 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;

(b) Notifies the Non-Defaulting Party of its Party's proposed course of action to cure the default;

(c) Promptly commences to cure the default within the thirty (30) day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

11.5 Dispute Resolution; Termination; Remedies; Specific Performance.

11.5.1 *Meet & Confer*. Prior to any Party issuing a Notice of Default, the Non-Defaulting Party shall inform the Party whose breach is alleged either orally or in writing of the alleged default and request a meeting to meet and confer over the alleged default and how it might be corrected. The Parties through their designated representatives shall meet within ten (10) calendar days of the request therefor. The Parties shall meet as often as may be necessary to correct the conditions of default, but after the initial meeting either Party may also terminate the meet and confer process and revive the claim of default by proceeding with a formal Notice of Default under Section 11.4.

11.5.2 *Termination.* Any termination permitted by this Agreement shall be carried out by the provision of a termination notice stating that the Non-Defaulting Party will elect to terminate the Agreement within thirty (30) calendar days and stating the reasons therefor ("**Termination Notice**"). No Termination Notice shall be issued unless a Notice of Default shall have been first delivered and an opportunity to cure each alleged default shall have been provided as described in this Article 11, but such termination shall take immediate effect upon thirty (30) days following the issuance of such Termination Notice.

11.5.3 *Legal Action*; *Specific Performance*. Due to the size, nature and scope of the Project, and due to the fact that it is not, and will not, be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun, the Parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to both Parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any Party may have at law or equity and as such, a

Non-Defaulting Party may seek recovery of monetary damages as set forth in Section 11.2 above. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any default, or to obtain any other remedies consistent with the purposes of this Agreement.

11.6 Venue. In the event of any judicial action, venue shall be in the Superior Court of Los Angeles County.

ARTICLE 12. ASSIGNMENT, TRANSFERS, AND BINDING SITE COVENANTS.

12.1 Right to Assign or Transfer Interests in this Agreement Prior to Issuance of Certificate of Completion.

12.1.1 Prior to the issuance of a Certificate of Completion for any portion of the Project proposed to be Transferred by the Developer, Developer may Transfer (as defined below) all or any portion of this Agreement or all or any interest, obligation, or right hereunder to any person or entity ("**Pre-Completion Transferee**"), subject to the prior written consent of the City, which consent shall be given in the City's reasonable discretion within thirty (30) days of request, such reasonableness being based on the following factors: (i) Pre-Completion Transferee's financial strength and capitalization and/or its ability to obtain financing shall be substantially equivalent or better than the named Developer hereunder as the same relates to the portion of the Project being Transferred, (ii) Pre-Completion Transferee's experience with projects that are comparable to the portion of the Project being Transferred shall be substantially equivalent to the experience of the named Developer hereunder (or Pre-Closing Transferee shall have retained as an essential member of its development team one or more persons or a firm/consultant(s) that have landfill development project experience substantially consistent with the experience of the development team comprising the named Developer hereunder (including Developer's consultants, contractors, and agents)), (iii) the identity of the principals and management team assigned to such portion of the Project, and (iv) its receipt of an executed assignment and assumption agreement accepting and assuming the obligations of Developer hereunder with respect to such portion of the Project. Upon such assignment or Transfer, Developer shall be fully released of all of its obligations under this Agreement except as specifically stated herein. Any assignee of Developer's rights hereunder shall be subject to the terms and conditions of this Agreement, the A&R Option Agreement (and any amendments thereto), the License Agreement, the CC&Rs, the CFD Covenant, the Funding and Cooperation Agreement, the LOC Easement, and the Grant Deed (and all easements provided therein), and all other applicable Project Agreements, but only to the extent specifically assigned to such assignee, and only to the extent relating to the portion of the Project being transferred.

12.1.2 The term "**Transferred**" or "**Transfer**" means any hypothecation, sale, conveyance, ground lease, assignment or other transfer of the Developer's obligations / rights under this Agreement or of any portion of the Developer Property. For avoidance of doubt, a Transfer shall not include a master lease, space lease, or sublease of all or any portion of the Project to a user of the Project.

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12.2 Right to Assign or Transfer Interests in this Agreement Following Issuance of Certificate of Completion. Following the issuance of a Certificate of Completion required for the portion of the Project then proposed to be Transferred by Developer, without the necessity of the City's approval, Developer may freely Transfer all or any portion of this Agreement or all or any interest, obligation, or right hereunder (provided that Developer notifies City at least ten (10) days prior to any contemplated Transfer under this Section) to any person or entity, whether or not owned and controlled by or affiliated with Developer or a Pre-Completion Transferee. Upon such Transfer, Developer and/or the Pre-Completion Transferee (as applicable), shall be released of its obligations under this Agreement except as specifically stated herein.

12.3 Permitted Transfers. Notwithstanding anything herein to the contrary, but subject to any and all DTSC Regulations, the following Transfers shall be permitted at any time without the prior consent of the City (except as expressly set forth below) (any such assignee or transferee described in this Section 12.3 hereinafter referred to as a "**Permitted Transferee**" and any such Transfer, a "**Permitted Transfer**"):

12.3.1 A Transfer to any entity that is affiliated with or related to (by virtue of an ownership interest, management agreement or voting right) Faring or an affiliated company and which is sufficiently capitalized for the development and completion of the Project (or applicable portion thereof); or

12.3.2 A Transfer of direct or indirect interests in and to Developer or any approved Pre-Completion Transferee of up to 45% of the ultimate ownership interests in and to Developer or an approved Pre-Completion Transferee (in the aggregate); or provided, however, in either such case, (A) that Developer/Pre-Completion Transferee notifies City at least ten (10) days prior to any contemplated Permitted Transfer and promptly supplies City with any documents or information reasonably requested by City regarding such Permitted Transfer or Permitted Transferee (including, if applicable, the documents required under Section 12.5 below), and (B) Faring shall remain obligated to act as development manager/consultant for the Developer/Pre-Completion Transferee through substantial completion of the Project with the identity of the principal representatives tasked with oversight of the Project on behalf of Faring subject to reasonable approval by the City. The City and Developer agree that the following individuals are pre-approved for such purpose: Jason Illoulian, Chris Trueblood, Alex Smith, and Darren Embry.

12.4 City Transfers. At any time, City may only assign this Agreement to a successor-in-interest to City that may be created by operation of law.

12.5 Assumption by Assignee. No attempted Transfer of all or any portion of Developer's interest / obligations hereunder which requires City's approval shall be effective unless and until the successor entity signs and delivers to City an assumption agreement, in a form reasonably approved by City, assuming the portion of such obligations pertaining to the portion of the Developer Property being Transferred and that Developer has elected to assign. No consent or approval by City of any Transfer requiring City's approval shall constitute a further waiver of the provision of this Section 12.5 and, furthermore, City's consent to a Transfer shall not be deemed to release Developer of liability for performance under this Agreement with respect to the portion of the Project being Transferred unless such release is covered by Section 12.8, below.

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12.6 No Approval Needed for Certain Transfers. City's approval of an assignment or Transfer of any portion of the Developer Property under this Agreement shall not be required in connection with any of the following (which shall also for purposes hereof be deemed a Permitted Transfer):

(a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing, and any resulting foreclosure, sale or assignment in lieu thereof.

(b) The granting of covenants, easements and/or dedications to facilitate the development of the Project on the Developer Property.

(c) A transfer of common areas to a duly-organized property owners' association.

12.7 Subject to Terms of Agreement. Following any partial or full assignment or Transfer of any of the rights, obligations, and/or interests of Developer under this Agreement which requires City's consent, in accordance with Section 12.1 above, the exercise, use and enjoyment of such rights and interests shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Developer with respect to the portion of the Developer Property so Transferred.

12.8 Release of Developer. Upon the written consent of City to a partial or full assignment / Transfer of this Agreement, or in connection with any Permitted Transfer, and the express written assumption of the assigned obligations of Developer under this Agreement by the assignee as, and to the extent, required under Section 12.5, above, Developer shall be relieved of the assigned obligations under this Agreement with respect to the applicable interest in the Agreement so transferred, as long as there does not exist a Developer Default under the terms of this Agreement prior to the Transfer (in which case Developer shall not be released from these obligations that are in default until such default is cured).

ARTICLE 13. INSURANCE, RELEASES, INDEMNITIES, AND THIRD-PARTY ACTIONS.

13.1 Compliance with DTSC Regulations. In connection with the development, operation and use of the Developer Property, Developer shall at all times comply with the DTSC Regulations, as the same may be amended or modified by DTSC from time to time, and all Applicable Laws.

13.2 Insurance. The Authority has obtained a robust environmental insurance program providing protection to the City and other public entities, developers, property owners and contractors carrying out construction on the Site, including coverage for general liability, bodily injury, property damage and other claims. Authority, City and Developer have or will obtain insurance in accordance with the terms set forth in the A&R Option Agreement.

13.3 Hold Harmless: Developer's Operations Following Completion of the Project. From and after the completion of the Project, with respect only to third party claims and litigation, Developer shall defend, save and hold 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

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or indirectly, from activities or business operations of Developer or Developer's agents, contractors, subcontractors, or employees on the Developer Property with respect to the Project, whether such operations be by Developer or by contractors or subcontractors to any of Developer's agents, contractors or subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors; provided that (i) the foregoing indemnity shall exclude matters arising from or related to the presence of hazardous materials in place or generated from materials or conditions in place prior to conveyance of the Developer Property to Developer; (ii) to the extent that the comprehensive insurance programs discussed in Section 13.2 provide coverage, and so long as Developer is contributing its share of premium to such programs as required by the A&R Option Agreement, the obligations of Developer under this Section 13.3 shall not apply if coverage for defense and payment of loss, in any amount, is affirmatively and actually provided to Authority and City by an insurer, as applicable, under any of the insurance programs obtained and maintained by Authority or Developer and listed in the A&R Option Agreement, and performance by such insurers shall be deemed to satisfy the obligations of Developer hereunder; (iii) the obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the gross negligence or willful misconduct of City, Authority, and their respective members, officers, agents or employees; and (iv) the obligations of Developer under this Section shall not apply with respect to agents, contractors and subcontractors retained by Authority or City and being directed by either of them.

13.4 Litigation Indemnity.

13.4.1 *Non-Liability of City Concerning Development Approvals*. The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Development Approvals and/or this Agreement or any amendment hereto; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project. City shall have no liability under this Agreement for the inability of Developer to construct the Project as the result of a judicial determination that the Development Approvals, the General Plan, the zoning, the Land Use Regulations, or any portions thereof are invalid or inadequate or not in compliance with law. If this Agreement or any portion hereof, or any Development Approval is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement and the Development Approvals which are necessary or required to render them valid and enforceable to the extent permitted by applicable law. If litigation is commenced challenging the Development Approvals or the Project generally, then each Party agrees to give the other Party written notice of such challenge immediately after obtaining knowledge thereof. Additionally, Developer shall have the right before judgment is rendered to settle or confess judgement and then request modifications to this Agreement and the Development Approvals as provided above.

13.4.2 *Participation in Litigation; Indemnity.* Developer agrees to indemnify City and its elected Councilmembers, boards, commissioners, officers, agents, and employees and to hold and save each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) for any Claims or Litigation (other than litigation commenced by City or Authority) seeking to restrain, enjoin, challenge or delay issuance of any of the Development Approvals or this Agreement. City shall provide Developer with notice of the pendency of such

action and shall request that Developer defend such action. Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse City for any necessary legal cost incurred by City or the Authority. Developer shall provide a deposit in the amount of City's estimate, in its sole and absolute discretion, of the cost of litigation, in a rolling 90-day basis, which shall be updated monthly, and shall make additional deposits as requested by City to keep the deposit at such level. If Developer fails to provide or maintain the deposit, City may abandon the action and Developer shall pay all costs resulting therefrom and City shall have no liability to Developer. During any such pending litigation with respect to the Existing Development Approvals, Developer's obligation to pay the cost of the action, including judgment, shall extend until a Final Adverse Judgment or successful final termination of the Claims or Litigation is obtained. With respect to any Claims or Litigation relating to a Future Development Approval, Developer may at any time notify the City of Developer's intention to withdraw its request for such approval, and the obligations of Developer under this Section 13.4.2 shall terminate upon the date of such withdrawal, provided that Developer shall be obligated to indemnify the City for its costs and expenses from the commencement of the Claims or Litigation until the withdrawal from any then pending proceedings or litigation. In the event of an appeal, or a settlement offer, the Parties shall confer in good faith as to how to proceed. In light of Developer's indemnity for Claims or Litigation, neither Party shall have the right to settle the litigation without the prior written consent of the other.

13.4.3 *Developer Default; City Right to Abandon*. If Developer fails to timely pay any such funds described in this Section 13.4, City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which City or Authority may be liable as a result of abandonment of the action.

13.5 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than City's Default.

ARTICLE 14. COVENANTS, MAINTENANCE CC&RS AND CFDS.

14.1 Covenants to Run with the Land. Subject to the provisions of Articles 12 and 15 and pursuant to the Development Agreement Statute (Government Code § 65868.5):

14.1.1 *Binding on Successors.* All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Developer Property, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;

14.1.2 *Equitable Servitudes.* All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and

14.1.3 *Benefit and Burden.* Each covenant contained herein to do or refrain from doing some act on the Developer Property hereunder (i) is for the benefit of and is a burden upon every portion of the Developer Property, (ii) runs with such land, and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

14.2 Declaration of Non-Discrimination. 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. 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. This provision shall be included in the recorded CC&Rs.

14.3 Declaration of Covenants, Conditions and Restrictions. Prior to or following transfer of the Remainder Cells from the Authority to the Developer (as provided in the A&R Option Agreement), but prior to issuance of final Certificate of Occupancy, Developer and the Authority must execute various Covenants, Conditions and Restrictions applicable to the 157 Acre Site (each of such covenants, conditions, and restrictions, collectively, the "**CC&Rs**"). The CC&Rs shall be enforceable by the Authority (and potentially, by the City), as and to the extent further set forth in the CC&Rs, and shall benefit and burden the private owners, tenants and/or occupants of the 157 Acre Site or any portion thereof.

14.4 Community Facilities Districts.

14.4.1 *Existing CFD*. Upon acquisition of the Property, pursuant to the Grant Deed, Developer shall be subject to the taxes and terms set forth in the Existing CFD and Developer shall be obligated to pay for the costs imposed on the Property under the Existing CFD, unless the same has been amended and removed from title as an obligation as set forth below.

14.4.2 *Restructure of Existing CFD.* City will cooperate with the Developer and the Authority to take such actions as are reasonably required to restructure the terms of the Existing CFD encumbering the Developer Property such that the Developer Property will be charged only such annual amounts as are necessary to pay for the Developer Property's pro rata share for operation and maintenance of the Remedial Systems and the 157 Acre Site (the "**Amended Sitewide CFD**"). All actions reasonably required by City or Authority to restructure the terms of the Existing CFD, as described above, shall be commenced and completed in accordance with the schedule and timing requirements for such actions included in the A&R Option Agreement ("**CFD Amendment Timing Requirements**"). In connection with the Amended Sitewide CFD, subject to the terms of the A&R Option Agreement, the Authority shall be entitled to record a covenant agreement against the Site to implement the terms and provisions of the Amended Sitewide CFD (the "**CFD Covenant**").

14.5 Representations and Warranties of City. City represents and warrants to Developer that, to City's Actual Knowledge, the following matters are true and correct as of the Agreement Date:

14.5.1 *City.* City is a charter city and a municipal corporation under the laws of the State of California. City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which City is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

14.5.2 *Actions and Findings*. City has taken all actions and adopted such findings as may be required under applicable law to enter into this Agreement and perform its obligations thereunder.

14.5.3 *No Violation*. City's execution and delivery of, and performance of its obligations under this Agreement, and other agreements to which City is a party necessary to carry out the transactions contemplated under this Agreement, do not or will not (i) violate the laws, acts or agreements pursuant to which City was created and is governed, (ii) violate, breach, or result in a default under any existing obligation of or restriction on City, or (iii) breach or otherwise violate any existing obligation of or restriction on City under any order, judgment or decree of any state or federal court or federal or state governmental authority.

14.5.4 *Required Consents*. No order, consent, permit or approval of any state or federal governmental authority is required on the part of City for the execution and delivery of, and performance of its obligations under, this Agreement except for such as have been obtained.

14.6 Representations and Warranties of Developer. Developer represents and warrants to City that, to Developer's Actual Knowledge, the following matters are true and correct as of the Agreement Date:

14.6.1 *Developer*. Developer is a limited liability company formed under the laws of the State of Delaware. Developer has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which Developer is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

14.6.2 *Actions and Findings*. Developer has taken all actions and adopted such findings as may be required under applicable law to enter into this Agreement and the Project Agreements and perform its obligations thereunder.

14.6.3 *No Violation*. Developer's execution and delivery of, and performance of its obligations under this Agreement, the Project Agreements, and other agreements to which Developer is a party necessary to carry out this transaction, do not (i) violate the laws, acts or agreements pursuant to which Developer was created and is governed, (ii) violate, breach, or result in a default under any existing obligation of or restriction on Developer, or (iii) constitute a breach or otherwise violate any existing obligation of or restriction on Developer under any order, judgment or decree of any state or federal court or federal or state governmental authority.

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14.6.4 *Required Consents*. No order, consent, permit or approval of any state or federal governmental authority is required on the part of Developer for the execution and delivery of, and performance of its obligations under, this Agreement and/or the Project Agreements, except for such as have been obtained.

14.7 Actual Knowledge. For purposes of this Section and each of the documents executed in connection herewith, "**Actual Knowledge**" or words of similar import means and is limited to the actual knowledge, as of the Agreement Date, or, if specifically stated, as of the date of transfer of the Developer Property by Authority to Developer, of David Roberts for City and Jason Illoulian, Alex Smith or Darren Embry for Developer, without any further duty of inquiry or independent investigation on the part of the Party or such individual. Each Party represents and warrants that such persons are the persons within such Party's organization having overall responsibility for the operation and management of such Party (and with respect to the Developer, the Remainder Cells). Each Party understands and agrees that such individual(s) shall not be personally liable for any representation or warranty set forth herein.

ARTICLE 15. MORTGAGEE PROTECTION.

15.1 Definitions. As used in this Section, the term "**Mortgage**" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing recorded against the Property (or any portion thereof). The term "**Lender**" shall mean and include the holder of the obligations secured by any such Mortgage.

15.2 Notice to City of Mortgage. Notwithstanding the restrictions on transfer in Article 12, mortgages required for construction or term financing of the Project shall be permitted without the consent of City. Developer or Lender may notify City in advance of any Mortgage or any extensions or modifications thereof. Any Lender which has so notified City shall not be bound by any amendment or modification to this Agreement without such Lender giving its prior written consent thereto.

15.3 Developer's Breach Shall Not Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render void the lien of any Mortgage made in good faith and for value but, unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the successful bidder at any foreclosure sale under any such Mortgage, transferee in lieu thereof or similar transferee.

15.4 Lender Not Obligated to Construct or Complete Improvements. The Lender under any Mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements described herein or to guarantee such construction or completion.

15.5 Notice of Default and Termination Notice to Mortgagee. Whenever City shall deliver any notice of a Developer Default hereunder or any proposed termination of this Agreement, City shall at the same time deliver a copy of such notice to each Lender of record of any Mortgage who has previously made a written request to City therefor, or to the representative

of such Lender as may be identified in such a written request by the Lender. No Notice of Default or Termination Notice shall be effective as to the Lender unless such notice is given.

15.6 Right to Cure. Each Lender (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) calendar days after the receipt of a Notice of Default or Termination Notice, and one hundred twenty (120) calendar days after Developer's cure rights have expired, whichever is later, to:

(a) Obtain possession, if necessary, and to commence and diligently pursue the cure until the same is completed, and

(b) Add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that, in the case of a default which cannot with diligence be remedied or cured within such cure periods referenced above in this Section 15.6, including as a result of delays in obtaining possession of the Developer Property or Developer's bankruptcy, such Lender shall have additional time as reasonably necessary to remedy or cure such default. In the event there is more than one such Lender, the right to cure or remedy a breach or default of Developer under this Section shall be exercisable only by the Lender that is first in priority, or as such Lenders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

15.7 Assuming Lender. If a Lender or foreclosure transferee (which shall be an affiliate of the Lender) shall undertake to continue the construction or completion of the improvements on the Developer Property as contemplated by this Agreement (beyond the extent necessary to preserve and protect the improvements or construction already made), it must first assume the obligations of Developer under this Agreement by written agreement reasonably satisfactory to City. The Lender must also submit evidence satisfactory to City that it has the qualifications and financial responsibility necessary to perform such obligations, and must agree to complete, in the manner required by the Agreement, the improvements to which the lien or title of Lender relates.

ARTICLE 16. MISCELLANEOUS.

16.1 Estoppel Certificate. Either Party (or a Mortgagee under Article 15) 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 either orally or in writing 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 and such Party has not delivered any Notice of Default to the other Party for which the specified default has not been cured or waived (or otherwise describing such Defaults).

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A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within sixty (60) calendar days after receipt of the request. The Director may sign Estoppel Certificates on behalf of City. An Estoppel Certificate may be relied on by assignees and Lenders.

16.2 Force Majeure. Subject to Section 5.6, the time within which Developer or City shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days for which such Party's performance is actually delayed by war; acts of terrorism, insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; natural disasters; acts of God; acts of the public enemy; quarantine restrictions; freight embargoes; governmental restrictions on priority, initiative or referendum; moratoria adopted by governmental agencies other than City; litigation, administrative action or other adversarial proceeding (other than litigation commenced by the delayed Party) seeking to restrain, enjoin, challenge or delay issuance of any of the Development Approvals or this Agreement or the Project Agreements; injunctions issued by any court of competent jurisdiction; failure of governmental entities (other than the City) to issue permits or approvals (including without limitation failure of DTSC to undertake analysis or to issue health risk assessments, permits or approvals required to permit the development of the Project) (the foregoing, individually or collectively, "**Force Majeure**"). Any extension of time for any such cause(s) shall be for the period of the actual enforced delay and shall commence to run from the time of the commencement of the cause, so long as written notice by the Party claiming such extension is sent to the other Party within sixty (60) calendar days of knowledge by the requesting Party of the commencement of the cause, provided that if the Party claiming such Force Majeure fails to notify the other Party in writing of its request for a given Force Majeure within the sixty (60) calendar days specified above, any extension for such Force Majeure shall be in the sole discretion of the Party to which such request is subsequently made.

16.3 Interpretation.

16.3.1 *Construction of Development Agreement*. The language of this Agreement shall be construed as a whole and given its fair meaning. The captions of the sections and subsections are for convenience only and shall not influence construction. This Agreement shall be governed by the laws of the State of California. This Agreement shall not be deemed to constitute the surrender or abrogation of City's governmental powers over the Developer Property.

16.3.2 *Entire Agreement*. This Agreement, including the Exhibits attached hereto, together with the Project Agreements, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement together with the Project Agreements supersede all previous negotiations, discussions, communications, oral or written, and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms of this Agreement / Project Agreements. In the event of any conflict between or among (i) the terms of this Agreement and any Project Agreements, the terms of this Agreement shall govern with respect to development rights, land uses and entitlements; (ii) the terms of this Agreement and the A&R Option Agreement, the A&R Option Agreement shall govern with respect to conveyance of the Developer Property from Authority to Developer and construction of the Project; (iii) the terms of this Agreement and the Cooperation Agreement, the Cooperation Agreement shall govern with respect to the City and Authority rights and obligations to each other; and/or (iv) the terms of this Agreement (including the incorporation

of any terms of the A&R Option Agreement) and the Cooperation Agreement, the terms of this Agreement (including the incorporation of any terms of the A&R Option Agreement) shall govern with respect to Developer's obligations concerning the Project.

16.3.3 *Mutual Covenants*. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefitted thereby of the covenants to be performed hereunder by such benefitted Party.

16.3.4 *Severability*. If any provision of this Agreement is adjudged invalid, void or unenforceable, that provision shall not affect, impair, or invalidate any other provision, unless such judgment affects a material part of this Agreement in which case the Parties shall comply with the meet and confer procedures set forth in Section 11.5.1 above.

16.4 No Third-Party Beneficiaries. There are no other third-party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person, excepting the Parties hereto.

16.5 Notice. All notices, demands, consents, requests and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed conclusively to have been duly given (i) when hand delivered to the other Party; (ii) upon receipt by the Party to which notice is sent when placed in the US mail, with postage fully prepaid, registered or certified mail, return receipt requested, (iii) the next business day after such notice has been deposited with an overnight delivery service reasonably approved by the Parties (Federal Express, Overnight Express, United Parcel Service and U.S. Postal Service are deemed approved by the Parties), postage prepaid, addressed to the Party to whom notice is being sent as set forth below with next business day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider, or (iv) if via email, on the date such correspondence is sent, so long as written notice is separately given pursuant to one of the means set forth above.

16.5.1 *To Developer*. Any notice required or permitted to be given by City to Developer under this Agreement shall be in writing addressed as follows:

Developer: Carson Goose Owner, LLC
659 N. Robertson Blvd.
West Hollywood, CA 90069
Attention: Chris Trueblood
Email: chris@faring.com

With copies to: Rand, Paster & Nelson LLP
5820 Canoga Avenue
Suite 300
Woodland Hills, CA 91367
Attention: Dave Rand
Email: dave@rpnllp.com

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Sheppard Mullin
350 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3460
Attention: Pam Westhoff
Email: pwesthoff@sheppardmullin.com

Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street Suite 800
Irvine, California 92614
Attention: Pamela L. Andes, Esq.
Email: pandes@allenmatkins.com

or such other address as the Developer may designate in writing to City.

16.5.2 *To City*. Any notice required or permitted to be given by Developer to City under this Agreement shall be in writing, addressed as follows and in addition, shall be delivered in the same manner as specified above to both the City at the addresses set forth below:

City of Carson
701 E. Carson Street
Carson, California 90745
Attention: Community Development Director & City Clerk
Email: nfreeman@carsonca.gov; cityclerk@carsonca.gov

With a copy to: Sunny Soltani, Esq.,

City Attorney
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, California 92614
Email: ssoltani@awattorneys.com

or such other address as City may designate in writing to Developer.

16.6 Relationship of Parties. It is specifically understood and acknowledged by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the owner of such private property.

16.7 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 attorney's fees on any appeal, and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court

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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.

16.8 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to (i) implement the terms and conditions of this Agreement, the Project, the Existing Development Approvals and the Future Development Approvals made applicable to the Project and/or the Developer Property consistent with the terms of this Agreement, (ii) satisfy the 2022 SEIR Mitigation Measures, the 2022 SEIR Project Design Features, and Conditions of Approval and any subsequent conditions of approval legally required by City as a condition to the subdivision of the 157 Acre Site and development of the Project on the Developer Property, and (iii) prepare and record any necessary amendments to the CC&Rs, or other applicable agreements, covenants, conditions and restrictions and in accordance with this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

16.9 Time of Essence. Time is of the essence in: (i) the performance of the provisions of this Agreement as to which time is an element; and (ii) the resolution of any dispute which may arise concerning the obligations of Developer and City as set forth in this Agreement.

16.10 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

16.11 Recitals / Exhibits. All exhibits attached hereto and incorporated herein by reference and all the Recitals above are acknowledged to be true and correct and are incorporated herein by reference.

16.12 Execution.

16.12.1*Counterparts*. This Agreement may be executed by the Parties in multiple counterparts which counterparts shall be construed together and have the same effect as if all of the Parties had executed one and the same instrument.

16.12.2*Recording*. City Clerk shall cause a copy of this Agreement to be recorded in the Official Records no later than ten (10) calendar days after the date that the City Council approves this Agreement (Government Code § 65868.5). The recordation of this Agreement is deemed a ministerial act and the failure of City to record the Agreement as required by this Section and the Development Agreement Statute does not make this Agreement void or ineffective.

16.12.3*Authority to Execute*. The persons executing this Agreement on behalf of each of the Parties hereto warrant that (i) the Party on which behalf it is executing is duly organized and existing, (ii) such person is duly authorized to sign and deliver this Agreement on

behalf of the Party he or she represents, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, (iv) the entering into of this Agreement does not violate any provision of any other agreement to which such Party is bound and (v) there is no litigation or legal proceeding which would prevent such Party from entering into this Agreement.

(SIGNATURES ON NEXT PAGE)

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IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first above written.

CITY OF CARSON,
a California Charter City

By: _____
Name/Title: Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney

CARSON GOOSE OWNER, LLC,
a Delaware limited liability company

By: _____
Name: William Trueblood
Title: _____

AUTHORITY ACKNOWLEDGMENT

The CARSON RECLAMATION AUTHORITY, a California joint powers authority, as owner of the 157 Acre Site, hereby accepts and agrees to the execution, delivery and recordation of this Development Agreement.

CARSON RECLAMATION AUTHORITY,
a California joint powers authority

_____
Lula Davis-Holmes, Chair

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, Authority Counsel

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

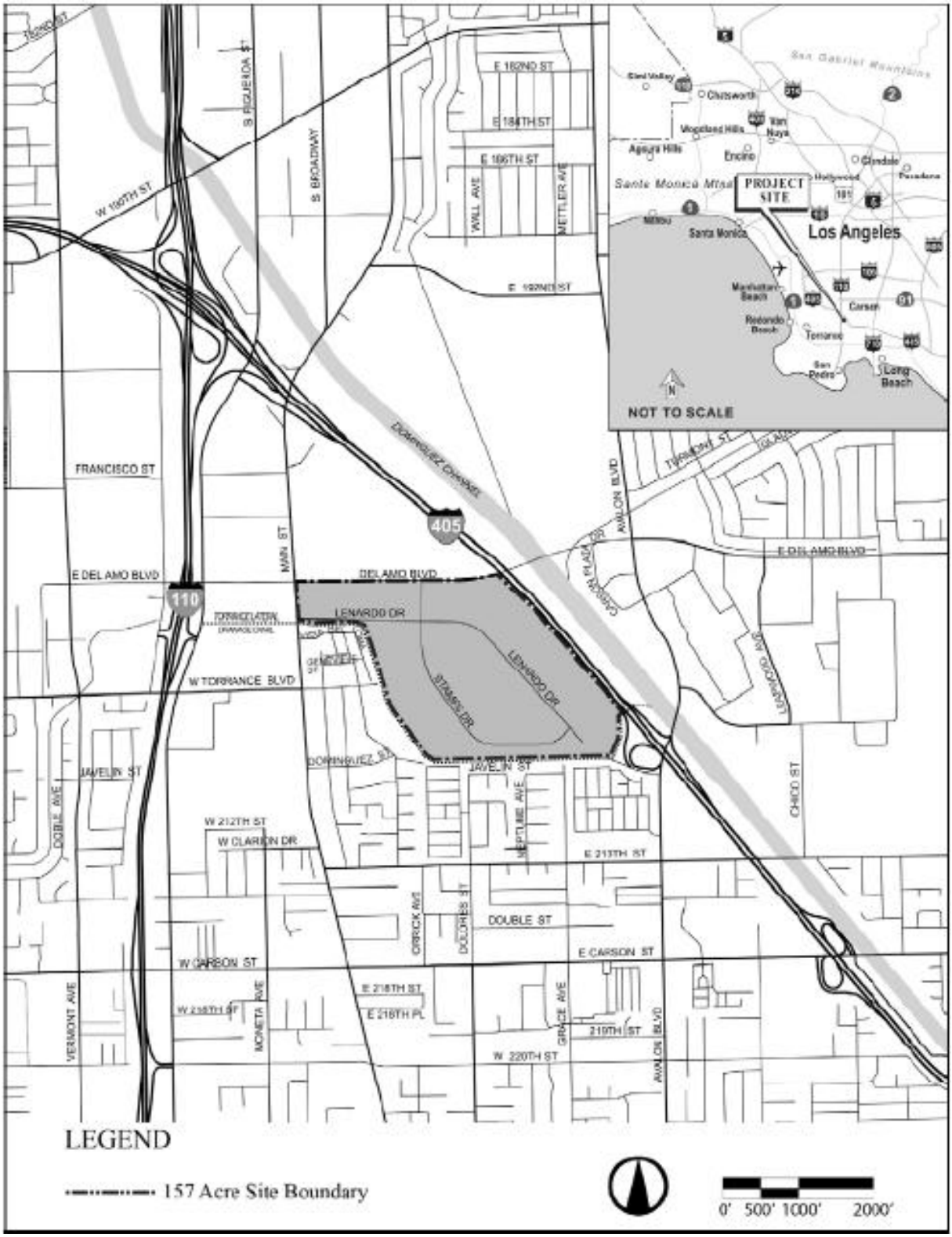
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

157 Acre Site Map and Depiction of Cells 1 through 5



CELL 1
CAL COMPACT
LANDFILL (SITE)
CELL 3
CELL 4
CELL 2
CELL 5
N
GRAPHIC SCALE
0
500
1,000
SCALE IN FEET

EXHIBIT B

Parcel Map No. 70372 (Surface Parcel and Subsurface Parcel)

[Attached]

EXHIBIT C

Project Site Plan

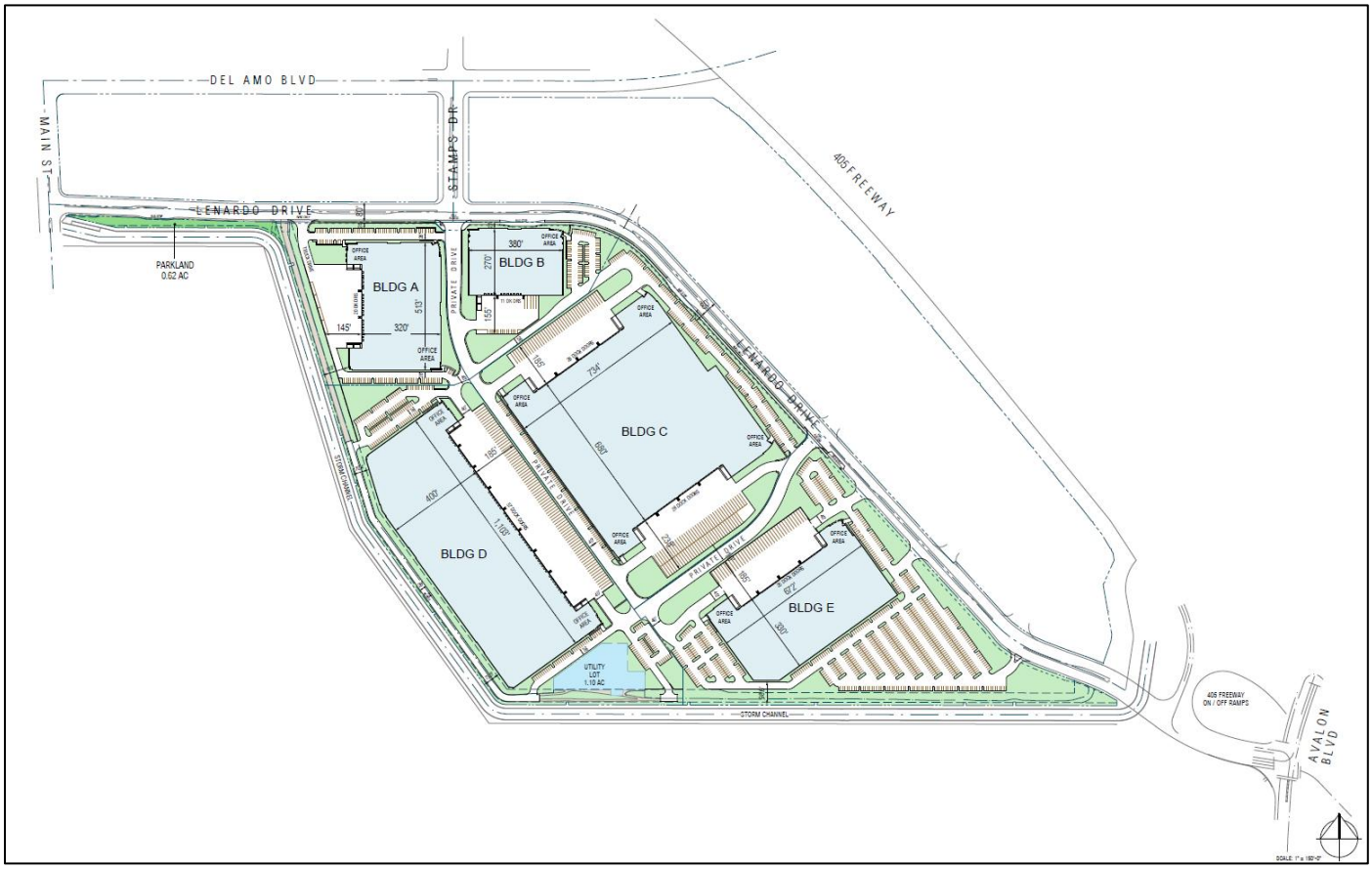


EXHIBIT D

Scope of Development

The Project proposes that the Property (referred to as PA3 under the Specific Plan) will contain light industrial uses with supportive office uses and open space.

The Project will provide a maximum of 1,567,090 sf of light industrial development inclusive of up to 75,000 sf of supportive office uses. PA3 will also include an approximate 0.62- acre parkway space known as the "Enhanced Parkway," that would include an approximately 20- to 40-foot-wide linear park, including shade trees and native planting, a meandering walking path, and a sidewalk along Lenardo Drive from Main Street to the western entrance to Building A in PA3 (shown on Exhibit C attached hereto).

The light industrial uses proposed by the Project will be contained in five main buildings (Buildings A–E), which are anticipated to be occupied by e-commerce and fulfillment center uses or more traditional distribution center and parcel hub type uses, including 75,000 sf of ancillary office space. Flexibility of the use of each individual light industrial building is permitted provided any changes are sufficiently covered by the 2022 SEIR impact analysis.

The building heights of the light industrial buildings, with parapets, would range from 56 feet to a maximum of 65 feet. In addition, in conformance with the 2026 Specific Plan, buildings would be simple geometric shapes with visual interest incorporated through variation in color and materials. Such buildings would be designed using durable and high-quality materials.

Below are the specific square footages proposed for each of the buildings within PA3:

BUILDING AREA	OFFICE	WAREHOUSE	MEZZANINE	**TOTAL**
BUILDING A	12,500 SF	162,715 SF	5,000 SF	180,215 SF
BUILDING B	12,500 SF	89,500 SF	5,000 SF	107,000 SF
BUILDING C (Former Bldgs C&E)	25,000 SF	545,536 SF	20,000 SF	590,536 SF
BUILDING D	12,500 SF	434,170 SF	10,000 SF	456,670 SF
BUILDING E (Former Bldg F)	12,500 SF	210,169 SF	10,000 SF	232,669 SF
TOTALS	75,000 SF	1,442,090 SF	50,000 SF	**1,567,090** SF

EXHIBIT E

Intentionally Omitted

EXHIBIT F

2022 SEIR Mitigation Measures and 2022 SEIR Project Design Features

[Attached]

EXHIBIT G

Conditions of Approval

[Attached]

EXHIBIT H

Intentionally Omitted

EXHIBIT I

Intentionally Omitted

EXHIBIT J

Existing Development Approvals

1. This Amended and Restated Development Agreement (DA) No. 0001-26
2. 2026 Specific Plan Amendment (SP) No. 00004-26
3. The Carson 2040 General Plan, which designates the Property as "Flex District" in the Land Use and Circulation Element
4. Development and Site Plan Review (DOR) No. 00015-26
5. Amended Vesting Tentative Tract Map (VTTM) No. 83481
6. Certification of 2022 SEIR and adoption of related findings.

RESOLUTION NO. 26-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON (1) FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED PURSUANT TO CEQA GUIDELINES 15168 FOR APPROVAL OF (A) DEVELOPMENT AND SITE PLAN REVIEW NO. (DOR) 00015-26 AND (B) AMENDED VESTING TENTATIVE TRACT MAP (VTTM) NO. 83481, SUBJECT TO CONDITIONS OF APPROVAL; AND (2) APPROVING (A) DEVELOPMENT AND SITE PLAN REVIEW NO. (DOR) 00015-26 AND (B) AMENDED VESTING TENTATIVE TRACT MAP (VTTM) NO. 83481, SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, on May 28, 2026, the Department of Community Development received an application from Carson Goose Owner, LLC, for real property located at 20400 Main Street, requesting approval of Development and Site Plan Review (DOR) No. 00015-26 and an Amendment to Vesting Tentative Tract Map (VTTM) No. 83481 to modify their 2022 District Project entitlements to develop approximately 1,567,090 square feet of light industrial and supportive office uses within five buildings and remove approximately 12 acres of publicly accessible but privately maintained open space and commercial/community-use and amenity areas with 12 commercial buildings, known as the Carson Country Mart; and

WHEREAS, the City of Carson Community Development Department on July 15, 2026, published a legal notice in compliance with State law concerning the Planning Commission consideration of the entitlements in the Our Weekly, a local newspaper of general circulation, which included the date and time of the Planning Commission consideration of Site Plan, and Design Review No. DOR 00015-26 and Amended Tentative Tract Map No. VTTM 83481. In addition, on July 15, 2026, a public hearing notice was mailed to each property owner within an expanded radius (2,500-foot radius) of the Project site, indicating the date and time of the public hearing regarding the proposed modified Project in accordance with state law; and

WHEREAS, on August 11, 2026, the Planning Commission , after giving notice pursuant to Government Code Sections 65090, 65091, 65092 and 65094, (i) held a special public hearing for Specific Plan Amendment No. SP00004-2026, Development Agreement No. DA 0001-2026, Site Plan and Design Review No. 00015-26, Vesting Tentative Tract Map No. VTTM 83481, and the CEQA Consistency Determination, and (ii) Adopted Resolution No. 26-2903 recommending City Council approve (1) Specific Plan Amendment No. SP00004-2026; (2) Amended and Restated Development Agreement No. DA-0001-26, and Approve findings in the *CEQA Consistency Determination* that no further environmental analysis is required under CEQA, and (iii) Adopted Resolution No. 26-2902 recommending City Council approve Development and Site Plan Review No. (DOR) 00015-26, Amended Vesting Tentative Tract Map (VTTM) No. 83481, and find CEQA Guidelines 15168 Consistency.

WHEREAS, per Section 7.1.10 (proposed to be changed to Section 7.1.11 by the Specific Plan Amendment) of the applicable District at South Bay Specific Plan, "Notwithstanding any other provision of Table 7.1, Decision and Appeal Authority of Each Review Authority, when a site plan and design review, comprehensive sign program, conditional use permit, administrative permit, or permits issued with specific conditions application is processed in conjunction with any Specific Plan Amendment, then the matter may be considered concurrently with consideration of

the Specific Plan Amendment. If the Community Development Director so elects, the Planning Commission shall not be a decision Review Authority but instead shall make a recommendation to the City Council as to all related items concurrently with its recommendation on the Specific Plan Amendment, and the City Council shall be the decision Review Authority." The Community Development Director has so elected with respect to this matter; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City of Carson on August 07, 2026, published a legal notice of the public hearing regarding Specific Plan Amendment No. SP00004-2026-2026, Amended & Restated Development Agreement No. DA-0001-2026, Development and Site Plan Review No. (DOR) 00015-26, Amended Vesting Tentative Tract Map (VTTM) No. 83481, and CEQA Guidelines 15168 Consistency, to be held by the City Council on September 1, 2026. In addition, on August 05, 2026, a public hearing notice was mailed to each property owner within an expanded radius of 2,000 feet of the Project site, indicating the date and time of the public hearing in accordance with state law; and

WHEREAS, the City Council considered and approved Resolution No. 26-102 approving Development and Site Plan Review No. DOR-00015-26, Amended Vesting Tentative Tract Map No. 83481, and CEQA guidelines 15168 Consistency at a duly noticed public hearing on September 1, 2026, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter introduced this Ordinance; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council finds that the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council finds as follows:

1. With respect to Development and Site Plan Review No. 00015-26 to permit the design for an approximately 96-acre project with 1,567,090 sf of light industrial and supportive office uses within five buildings.

    a) The Development and Site Plan Review package No. DOR 00015-26 is consistent with the District at South Bay Specific Plan, the Carson General Plan and the Carson Municipal Code. The Project has and will continue to have a General Plan land use designation of Flex District. The development plan is in in conformity with the applicable permitted uses and development standards set forth in Tables 6.1, Permitted Uses, and 6.2, General Development Standards, of the Specific Plan, and is in substantial conformity with the applicable common space; landscape; walls and fences; signage; lighting; service, trash, and utility areas; artistic features; noise; energy conservation; and residential unit provisions set forth in Chapter 6, Development Standards, of the Specific Plan.

    b) Building architectural design, site design and open spaces will be compatible with existing and anticipated development in the vicinity. Light Industrial buildings display a modern aesthetic with abundant glazing and sleek edges.

    c) The proposed landscaping conforms to the District at South Bay Specific Plan and the State's Water Efficient Landscape Ordinance (WELO) using native plantings and appropriate irrigation.

    d) The proposed development will be phased, and development scheduling will satisfy the required criteria in each phase.

e) Vehicular and pedestrian circulation is designed for convenience and safety.

f) The required findings pursuant to Section 7.1.6(D) of the Specific Plan, and CMC Division 5, ("Development and Site Plan Review") to the extent applicable, can be affirmatively made. The development plan is in substantial conformity with all applicable development standards set forth in Chapter 6, Development Standards, of the Specific Plan. The development plan is compatible with the General Plan and the Specific Plan. The proposed use and development will be compatible with the intended character of the Specific Plan area.

2. With respect to Tentative Tract Map (TTM) No. 83481

a. Tentative Tract Map No. 83481 was reviewed by Transtech Engineering, which determined that the proposed Tentative Tract Map meets the requirements of the City's Municipal Code and the State Subdivision Map Act, and recommended conditions for the final map approval which will be incorporated.

b. The Tentative Tract Map complies with the City's Zoning Ordinance, the District at South Bay Specific Plan, and General Plan and is consistent with the intent of Article IX, Chapter 2, Section 9203 (Tentative

Maps) of the Carson Municipal Code. The proposed subdivision, together with the provisions for its design and improvement, is consistent and compatible with the General Plan objectives, policies, general land uses, and programs. The proposed project advances the General Plan goals and policies related to land use, transportation, housing, and economic development.

c. None of the findings requiring denial pursuant to California Government Code Section 66474 can be made.

d. The project site is suitable for the proposed project and will accommodate up to 1,567,090 SF of light industrial and supportive office uses within five buildings.

SECTION 3. The City Council further finds find the proposed project is subject to the provisions of CEQA, but that no new environmental review is required for this Project. Pursuant to Public Resources Code § 21166 and the California Environmental Quality Act (CEQA) Guidelines § 15162, once a CEQA environmental review has been certified for a project, a public agency cannot require subsequent or supplemental Environmental Impact Report unless certain criteria are met. A new EIR is only mandated if: (1) substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, shows any of the following: (A) the project will have one or more significant effects not discussed in the previous EIR; (B) significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Pursuant to CEQA Guidelines § 15168(c)(2), if the lead agency determines that no subsequent EIR would be required under CEQA Guidelines § 15162, the City can approve the

activity as being within the scope of the project covered by the previously certified program EIR, and no new environmental review or document is required.

In 2006, in accordance with CEQA, the Carson Redevelopment Agency (RDA), as the lead agency, certified a project-level FEIR for the Carson Marketplace Project (2006 FEIR) and the City approved the Carson Marketplace Specific Plan for the 157-Acre Site and the 11-acre DD3 project area (referred to as the 2006 Project or 2006 Specific Plan).

In 2009, an Addendum to the 2006 FEIR was prepared and subsequently adopted to include changes in the remediation activities for the Project Site in connection with DTSC regulatory requirements (hereinafter, the term "2006 FEIR" represents the 2006 FEIR and its Addendum, and the term "approved" in connection with the FEIR refers to certification of the 2006 FEIR and the adoption of the 2009 Addendum).

In 2011, the City, relying upon the 2006 FEIR, amended the Carson Marketplace Specific Plan and, as part of that amendment, renamed the 2006 Specific Plan to be The Boulevards at South Bay Specific Plan. During its period of ownership, Carson Marketplace LLC began to implement certain remedial actions to enable development of the approved mixed-use development project pursuant to the 2006 Specific Plan.

In 2018 an SEIR was prepared which supplemented the previously approved 2006 FEIR, as described above, to address the impacts for a new project proposal on PA2 of the Project Site, which included a retail outlet mall to be named the Los Angeles Premium Outlets (LAPO Project). The 2018 SEIR evaluated changes to only the commercially zoned land located south of Del Amo Boulevard, comprising approximately 157 acres. The 2018 Project analyzed under the 2018 SEIR modified or otherwise reduced the scope of the original project analyzed in the 2006 FEIR to ultimately consist of approximately 1,601,500 square feet of regional commercial, general commercial, and related uses, including retail outlet and entertainment uses, up to 1,250 residential units, and up to 350 hotel rooms. Overall, with the proposed modifications, the total square footage was roughly 100,000 square feet less than that studied for the 2006 Project analyzed in the 2006 FEIR. In April 2018, the City approved the 2018 SEIR to implement the 2018 Project as modified and adopted The District at South Bay Specific Plan (thus renaming the previously-approved Boulevards at South Bay Specific Plan).

In 2022, Carson Goose Owner, LLC received entitlements for an amendment to the District at South Bay Specific Plan, General Plan Amendment, Development Agreement, Site Plan and Design Review, and Vesting Tentative Tract Map, and the City certified Supplemental Environmental Impact Report (SCH No. 2005051059) ("2022 SEIR) to modify the permitted land uses within the 96 acre PA3 within the 2018 District at South Bay Specific Plan.

The applicant submitted the District at South Bay Specific Plan Cells 3, 4, and 5 Amendments CEQA Guidelines Section 15168 Evaluation, dated July 2026 and prepared by Environmental Science Associates (ESA) ("CEQA Evaluation"), to summarize the project modifications and evaluate the Modified Project's potential environmental effects relative to the approved project, including the adequacy of previously adopted mitigation measures. The CEQA Evaluation provides evidence that the Modified Project is less intensive than the approved Project and would not result in new environmental impacts. The CEQA Evaluation was independently peer reviewed by the City Attorney, who evaluated the analysis for adequacy and consistency with the requirements of CEQA. The City Attorney confirmed, and the City Council finds based on its independent judgment, that the CEQA Evaluation provides an adequate basis for the City's environmental review and supports the findings and conclusions presented within the CEQA Evaluation and this Resolution. The CEQA Evaluation is attached to the September 1, 2026 staff report to the City Council concerning the Modified Project and is incorporated herein by this reference.

The Modified Project is a modification of the previously approved 2022 District at South Bay project. Compared to the 2022 District at South Bay Project Approvals, the Modified Project will not result in new significant impacts or a substantial increase in the severity of impacts identified in the 2022 Supplemental Environmental Impact Report (SEIR) for the District at South Bay Project. The applicable mitigation measures identified in the SEIR are incorporated into the design of the Modified Project and imposed as mitigation measures or conditions of approval, as appropriate. Consequently, none of the conditions that require preparation of a subsequent or supplemental EIR under CEQA Guidelines Section 15162 are present, and therefore the Modified Project is within the scope of the project covered by the previously certified 2022 SEIR, and no new environmental review or document is required.

SECTION 4. The City Council of the City of Carson, pursuant to the findings noted above, does hereby: (1) find that the proposed Project, including Development and Site Plan Review No. DOR 00015-26 and Amended Vesting Tentative Tract Map No. VTTM 83481, is within the scope of potential environmental impacts analyzed in the certified SEIR for the 2022 Specific Plan Amendment pursuant to CEQA Guidelines Section 15168, and that no further environmental analysis is required pursuant to CEQA Guidelines Section 15162; and (2) approve Development and Site Plan Review No. DOR 00015-26 and Amended Vesting Tentative Tract Map No. VTTM 83481, subject to the Conditions of Approval contained in Exhibit "B" and Exhibit "C" and incorporated herein by Reference, respectively.

SECTION 5. This Resolution shall be effective upon effectiveness of Ordinance No's. 26-2612 and 26-2613.

SECTION 6. The City Clerk shall certify to the adoption of the Resolution and enter it into the book of original Resolutions.

[Signatures on the following page]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 1st of September, 2026.

APPROVED AS TO FORM:

_____
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-_____ was adopted by the Carson City Council at its meeting held on the __ day of September, 2026, by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT “A”
Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

FFD CARSON, LLC PROPERTY
CITY OF CARSON, CA

An airspace parcel situated in the City of Carson, County of Los Angeles, State of California, being a portion of Parcel 2 of Parcel Map No. 70372 as shown on a map thereof filed in Book 377, Pages 76 through 89 of Parcel Maps in the Office of the county Recorder of Said Los Angeles County, bounded northerly and northeasterly by the southerly and southwesterly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372. The vertical limits of said parcel are the same as the upper and lower limits of said Parcel 2 of Parcel Map No. 70372.

EXCEPTING THEREFROM that portion lying westerly of a line described as follows:

BEGINNING at the northwesterly terminus of that certain course shown as having a bearing and distance of "North 16°55'45" West 50.40 feet" in the westerly boundary line of said Parcel Map No. 70372; thence continuing along its northwesterly prolongation North 16°55'45" West 127.49 feet to the southerly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372.

ALSO EXCEPTING THEREFROM that portion included within a parcel of land described as follows:

COMMENCING at the easterly terminus of that certain course shown as having a bearing and distance of "North 89°54'32" West 239.64 feet" in the southerly boundary line of said Parcel Map No. 70372; thence along said course and said southerly boundary line, North 89°54'32" West 49.72 feet; thence leaving said southerly boundary line at a right angle, North 00°05'28" East 60.00 feet to the **TRUE POINT OF BEGINNING;**

Thence continuing North 00°05'28" East 45.57 feet; thence North 54°06'27" East 238.88 feet; thence South 89°54'32" East 103.31 feet; thence South 00°05'28" West 112.84 feet; thence South 89°54'32" East 70.02 feet; thence South 00°05'28" West 73.09 feet to a line parallel with and 60.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 89.69 feet; thence South 00°05'28" West 22.00 feet to a line parallel with and 38.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 46.17 feet; thence North 00°05'28" East 22.00 feet to a line parallel with and 60.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 230.76 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING: 84.018 Acres±

SUBJECT TO a perpetual nonexclusive easement in favor of the Carson Reclamation Authority, a California joint powers authority, the City of Carson, a California charter city, and their respective successors and assigns, for vehicular ingress, egress and access in, on, over and through that certain portion of the foregoing parcel described as follows:

That certain parcel of land situated in the City of Carson, County of Los Angeles, State of California, being a portion of Parcel 2 of Parcel Map No. 70372 as shown on a map thereof filed in Book 377, Pages 76 through 89 of Parcel Maps in the office of the County Recorder of said Los Angeles County, lying northeasterly, easterly, southeasterly, southerly, southwesterly and westerly of the following described line:

COMMENCING at the northwesterly terminus of that certain course shown as having a bearing and distance of "North 69°18'31" West 219.32 feet" in the centerline of Lenardo Drive as shown on said Parcel Map No. 70372; thence along said centerline South 69°18'31" East 211.70 feet; thence leaving said centerline at a right angle South 20°41'29" West 52.00 feet to the southwesterly right-of-way line of said Lenardo Drive and the **TRUE POINT OF BEGINNING;**

Thence leaving said right-of-way line, South 56°57'36" East 2.54 feet to the beginning of a tangent curve concave westerly and having a radius of 25.00 feet; thence southeasterly, southerly and southwesterly along said curve 41.19 feet through a central angle of 94°23'35"; thence tangent from said curve South 37°25'59" West 4.49 feet to the beginning of a tangent curve concave northwesterly and having a radius of 20.00 feet; thence along said curve southwesterly 12.89 feet through a central angle of 36°55'05"; thence tangent from said curve South 74°21'04" West 47.90 feet to the beginning of a tangent curve concave northwesterly and having a radius of 100.00 feet; thence along said curve southwesterly and westerly 27.47 feet through a central angle of 15°44'24"; thence tangent from said curve North 89°54'32" West 111.78 feet; thence North 87°17'47" West 41.26 feet; thence North 89°17'14" West 21.75 feet; thence North 79°06'08" West 28.22 feet; thence North 89°54'32" West 10.00 feet; thence South 79°06'08" West 38.10 feet; thence North 89°27'08" West 116.47 feet; thence North 84°37'30" West 36.20 feet; thence North 89°54'32" West 10.00 feet; thence South 86°17'57" West 34.01 feet; thence South 89°41'45" West 106.17 feet; thence North 88°16'18" West 130.87 feet; thence South 89°45'43" West 74.68 feet; thence North 88°31'14" West 108.06 feet; thence South 87°59'30" West 41.23 feet; thence North 88°38'27" West 109.12 feet; thence South 89°22'22" West 288.45 feet; thence North 88°41'33" West 130.25 feet; thence North 89°54'32" West 187.18 feet; thence North 87°03'05" West 72.60 feet; thence North 00°06'07" East 30.38 feet to a line parallel with and 60.00 feet northerly from the southerly boundary line of said Parcel Map No. 70372;

Thence along said parallel line North 89°54'32" West 89.69 feet; thence South 00°05'28" West 22.00 feet to a line parallel with and 38.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 46.17 feet; thence North 00°05'28" East 22.00 feet to a line parallel with and 60.00 feet northerly from said southerly boundary line; thence along said parallel line North 89°54'32" West 230.76; thence South 00°05'28" West 12.08 feet; thence South 87°45'13" West 107.96 feet; thence South 84°25'50" West 56.47 feet to the beginning of a tangent

curve concave northeasterly and having a radius of 60.00 feet; thence along said curve westerly and northwesterly 58.55 feet through a central angle of 55°54'23";

Thence tangent from said curve North 39°39'47" West 51.49 feet; thence North 35°50'18" West 710.46 feet; thence North 36°59'37" West 47.71 feet to the beginning of a tangent curve concave north easterly and having a radius of 200.00 feet; thence along said curve northwesterly 68.92 feet through a central angle of 19°44'42"; thence tangent from said curve North 17°14'55" West 260.01 feet; thence North 17°45'00" West 196.84 feet; thence North 17°01'24" West 376.94 feet; thence North 16°26'55" West 199.38 feet; thence North 16°58'02" West 117.53 feet; thence North 00°11'00" East 65.69 feet to the southerly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372.

EXCEPTING THEREFROM that portion lying westerly of a line described as follows:

BEGINNING at the northwesterly terminus of that certain course shown as having a bearing and distance of "North 16°55'45" West 50.40 feet" in the westerly boundary line of said Parcel Map No. 70372; thence continuing along its northwesterly prolongation North 16°55'45" West 127.49 feet to the southerly right-of-way line of Lenardo Drive as shown on said Parcel Map No. 70372.

ALSO EXCEPTING THEREFROM that portion included within a parcel of land described as follows:

COMMENCING at the westerly terminus of that certain course shown as having a bearing and distance of "North 89°54'32" West 406.97 feet" in the southerly boundary line of said Parcel Map No. 70372; thence along said course and said southerly boundary line, South 89°54'32" East 406.97 feet to the most southeasterly corner of said Parcel Map No. 70372; thence along the most easterly boundary line of said Parcel Map No. 70372, North 00°04'32" East 12.00 feet to a line parallel with and 12.00 feet northerly from said southerly boundary line, said point also being the **TRUE POINT OF BEGINNING;**

Thence along said parallel line North 89°54'32" West 140.33 feet; thence North 74°21'04" East 12.71 feet to the beginning of a tangent curve concave northwesterly and having a radius of 47.00 feet; thence along said curve northeasterly and northerly 49.80 feet through a central angle of 60°42'52"; thence tangent from said curve North 13°38'12" East 20.04 feet to a point on a non-tangent curve concave southwesterly and having a radius of 615.00 feet, a radial line from said point on said curve bears North 23°35'43" East, said curve also being in the southwesterly right-of-way line of Lenardo Drive as shown in said Parcel Map No. 70372; thence along said curve and said right-of-way line southeasterly 102.85 feet through a central angle of 09°34'54" to said most easterly boundary line of said Parcel Map No. 70372; thence along said most easterly boundary line, South 00°04'32" West 8.47 feet to the **TRUE POINT OF BEGINNING.**

CONTAINING: 3.420 Acres±

ALSO SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

The foregoing airspace parcel and access easement are depicted on **EXHIBIT "B"** attached and by this reference made a part hereof.

06/25/2020

Steven C. Slocum Date

Michael Baker International
5 Hutton Centre, Suite 500
Santa Ana, California 92707

PROFESSIONAL LAND SURVEYOR
STEVEN C. SLOCUM
No. 9044
STATE OF CALIFORNIA

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CITY OF CARSON

COMMUNITY DEVELOPMENT

PLANNING DIVISION

EXHIBIT "B"

CONDITIONS OF APPROVAL

DISTRICT AT SOUTH BAY DEVELOPMENT AND SITE PLAN REVIEW No. DOR 00015-26

These "Conditions of Approval" shall govern the development of Planning Areas (PA) 3 of the District at South Bay Specific Plan ("Specific Plan"), located at 20400 South Main St. in the City of Carson ("Project Site"). The "Project" consists of light industrial uses and ancillary office uses within PA3. The Project is proposed by the "Applicant" which currently consists of Carson Goose Owner, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer").

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the amendment to the Specific Plan.

2. The adopted Ordinance approving the Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

3. These Conditions of Approval shall be subject to the terms and conditions of the 2026 Specific Plan, 2022 Final Supplemental Environmental Impact Report (FSEIR), Mitigation Monitoring and Reporting Program (MMRP), and Amended and Restated Development Agreement ("DA" or "Development Agreement"). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.

4. The Applicant shall submit a complete set of electronic Construction Drawings 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.

5. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project, including, without limitation. all DTSC requirements and regulations, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements.

6. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the 2022 Final Supplemental Environmental Impact Report and MMRP.

7. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission or City Council in order to comply with all the Conditions of Approval and applicable Specific Plan No. SPA 00004-26 provisions.

8. City Approvals. All approvals by City, the Carson Reclamation Authority (CRA), and the Department of Toxic Substance Control (DTSC) with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds, if required by the "Reimbursement Agreement" (as defined in the DA).

9. Reimbursement Agreement. A trust deposit account shall be established and maintained if required by the Reimbursement Agreement.

10. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act, DTSC, or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements. or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors'

consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

SPECIAL CONDITIONS

11. The development of the Project may be phased as described in The District at South Bay Specific Plan FSEIR and or the Development Agreement.

12. Prior to issuance of building permits, the Applicant shall provide plans to the Planning Division for approval of Electric Vehicle charging stations and infrastructure as required by the Specific Plan and the MMRP. Prior to issuance of occupancy permits for any building in PA 3, the Applicant shall install Electric Vehicle charging stations and infrastructure for that specific building, that are consistent with the approved Site Plan, Construction Drawings and the 2022 SEIR MMRP.

13. The Applicant shall achieve certification or the equivalent of compliance with LEED green building standards of at least silver standard.

14. Prior to issuance of building permits, the Applicant shall provide Construction Drawings to the Planning Division for approval to screen all utility boxes and fire equipment as permitted by the associated agencies with jurisdiction over said utility and/or equipment including but not limited to services related to electricity, water, sewer, cable, gas, telephone, and fire. Prior to issuance of occupancy permits for any building in PA 3, the Applicant shall install the screening consistent with the approved Construction Documents for said PA.

15. The Site Plan and Design Review approval shall not be effective until such time as the City Council approves the Specific Plan Amendment, and the Development Agreement and said documents are legally effective.

16. The final Construction Documents shall comply with the provisions and requirements of the Development Agreement and the Specific Plan and final approved Site Plan.

17. The Project shall comply with the Artistic Feature requirements described in the Specific Plan (and otherwise set forth under the Development Agreement).

18. Architectural design and details shall be in substantial conformance with the approved Site Plan and Design Review documents. Any alteration shall be first approved by the Planning Division consistent with any applicable Specific Plan and/or Development Agreement provisions.

19. Bike parking stalls/racks shall be shown in the Construction Drawings for PA 3 prior to the issuance of building permits and shall conform to the Specific Plan and Carson Municipal Code requirements.

20. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division. Rooftop equipment and ground-mounted screening methods shall be identified in Construction Drawings and verified prior to issuance of building permit. In general, all roof mounted equipment shall be screened by the building parapets. Additional screening will be required if determined necessary.

21. Exterior building elevations showing building wall materials, roof types, exterior colors and appropriate vertical dimensions shall be included in the development Construction Drawings and shall be consistent with the approved Site Plan and Design Review documents.

22. The Applicant and warehouse tenants/owners and/or operators shall ensure that all truck fleets accessing the Project's light industrial uses shall meet or exceed the 2014 model-year emissions equivalent engine standards as currently defined in California Code of Regulations Title 13, Division 3, Chapter 1, Article 4.5, Section 2025. Light Industrial tenants shall ensure that of all trucks of model year 2021 and newer 75 percent will be zero- or near-zero-emissions vehicles by 2035, and 100 percent zero- or near-zero-emissions vehicles by 2040. Facility operators shall maintain records on site demonstrating compliance with this requirement and shall make records available to inspection by local jurisdiction, air districts, and the State upon request.

23. The Applicant shall send a notice of forthcoming construction activities to owners and tenants within 500 feet of the Project at least seven days prior to commencement of construction.

24. The Applicant shall ensure that the fugitive dust control program is implemented during construction. The program shall be depicted on the construction drawings/grading plans and the contractor shall be responsible for implementation.

25. The Applicant shall submit a report pursuant to the applicable provisions of the California Building Code, prepared by a licensed civil engineer designated by the applicant and approved by the City, which shall provide and include plans for a protective system or systems designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use pursuant to Carson Municipal Code 9141.12. Otherwise, the Community Development Director can approve alternative methods to accomplish the same and to protect the health and safety issues associated with the development on a former landfill site and obtaining approval from the permitting agencies including but not limited to DTSC.

    a. The report shall require approval by the Building Official.

    b. All measures to eliminate or mitigate the hazards and environmental risks associated with the site proposed in the report approved by the Building Official shall be incorporated into the project. Such measures shall include monitoring, evaluation and control of methane gas produced by the site as the City shall determine to be necessary to protect the public health, safety or welfare with respect to the production or migration of methane gas.

c. Monitoring and regular inspections and reports by a licensed civil engineer designated by the applicant and monitored, evaluated and approved by the Building Official shall be done and filed with the City from time to time as directed by the Building Official at the applicant's cost.

26. Adequate measures shall be taken to eliminate odors during the grading operations as a result of the site being a former landfill to the satisfaction of the Community Development Director.

27. The applicant shall, at the applicant's own expense, carry public liability insurance during the existence of this permit, with a company and policy to be approved by the City Attorney, covering liability for injuries or death arising out of or in connection with the use of the site pursuant to said permit in an amount not less than $5,000,000. The City shall be named as an additional assured under such insurance policy or alternative insurance coverage as approved by the Community Development Director exceeding this requirement.

28. Hours of operation for the Light industrial areas will be generally permitted 24 hours per day. However, onsite outdoor activities and outdoor operations located in the following areas (the "Outdoor Restricted Areas") shall be restricted to 8:00 a.m. to 10:00 p.m.:

    a. Areas in and around the loading docks of Building A;

    b. Parking and access areas between Buildings A and D;

    c. Parking and access areas between Building D and Lot 7; and

    d. Parking and access areas between Lot 7 and Building E

    No outdoor industrial activities or outdoor operations, including truck reverse motion alarm/beeping (other than routine ingress and egress into and around the facility) shall be permitted within the Outdoor Restricted Area between 10:00 p.m. and 8:00 a.m.

LANDSCAPE / IRRIGATION

29. Landscaping shall conform to the provisions contained in the Specific Plan.

30. Prior to issuance of any building permit, the Applicant shall provide landscape plans to the Planning Division for approval for all areas, including the Light Industrial Area, open spaces, Landscape Theme Areas, Project Entries, streetscapes, parking lots and slopes. The Community Development Director may approve a phased landscape plan.

31. Installation, maintenance, and repair of all landscaping shall be the responsibility of the Applicant. All landscaping shall be installed prior to issuance of any occupancy permits. The Community Development Director may approve a phased installation of the landscaping.

32. Landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station set for early morning or late evening irrigation per the Specific Plan.

33. Installation of 6" high concrete curbs are required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System (NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation as deemed necessary by the City Engineer. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.

34. The proposed irrigation system shall include best water conservation practices.

35. Backflows shall be screened with min. 5' wide planters and landscape screen material, with plant material per the Specific Plan. Paint device green color similar to Frazee, aeroplate 'Forest Green' or equal. Transformers shall be screened with shrubs and ground covers, with plant material per the Specific Plan.

36. The Project shall comply with AB 325, the State Model Water Efficient Landscape Ordinance. Maximum Applied Water Allowance, MAWA, and Estimated Applied Water Use shall be calculated and submitted on all landscape construction documents.

37. All walls shall include creeping vines shall be installed on the project side of the wall and shall be passed through the walls to the opposite side by drilling holes on wall or by other method as approved by the Planning Division.

38. Show corner sight line distances on the landscape plan per Engineering Department Standard Drawings.

WALLS/FENCES

39. Prior to the issuance of a building permit, a Wall and Fence Plan shall be reviewed and approved by the Planning and Building Divisions. The plans shall indicate materials colors and height of proposed and existing walls and fences and shall include a cross section of walls and fences indicating adjacent grades. Walls shall be consistent with the requirements of the Specific Plan.

40. All walls in PA 3 shall conform to those specified in the Specific Plan. The standard height of such walls is eight feet. However, due to the proximity to noise-sensitive uses, the height of certain walls will conform with the specifications described in the Development Standards of the District at Southbay Specific Plan.

41. All walls shall include graffiti-resistant coating.

LIGHTING

42. All exterior lighting and sign lighting shall be provided in compliance with the standards pursuant to the Specific Plan.

43. Two sets of lighting plans are to be drawn, stamped, and signed by a licensed lighting consultant and submitted and approved by the Planning Division prior to the issuance of any building permits

44. All lighting within the Project shall be directed on-site in such a manner as to not create a nuisance or hazard to adjacent streets and properties, which shall be subject to the approval of the Planning Division.

SIGNAGE

45. Prior to issuance of a building permit, the Applicant shall submit a Comprehensive Sign Program for PA 3 that is consistent with the approved Specific Plan and Development Agreement and all applicable previously approved sign programs.

46. Prior to issuance of building permits, the Applicant shall provide plans to the Planning Division for approval of entry monument signage consistent with the Comprehensive Sign Program.

47. Prior to issuance of building permits, the Applicant shall provide plans to the Planning Division for approval of Directional/wayfinding signage consistent with the Comprehensive Sign Program.

48. Show corner sight line distances on a site plan per Engineering Department Standard Drawings. All project freestanding signs shall comply with the sight line distance standards.

49. All building-specific signs shall be installed prior of issuance of occupancy permits for that specific building.

PARKING

50. All parking areas and driveways shall remain clear. No encroachment into parking areas and/or driveways shall be permitted.

51. All areas used for the movement parking, loading, repair or storage of vehicles shall be paved with either:

    a. Concrete or asphaltic concrete to a minimum thickness of three and one-half inches over four inches of crushed aggregate base; or

    b. Other surfacing material which, in the opinion of the Director of Public Works, provides equivalent life, service and appearance.

52. Light industrial tenants shall provide preferential parking for employees using vehicles displaying valid “clean air vehicles” decals issued by the California Department of Motor Vehicles. Percentage of parking to be allotted by facility shall be governed by City or CALGreen standards. The Applicant shall provide passenger vehicle charging

stations for a minimum of 10 percent of parking spaces. Compliance shall be in accordance with CALGreen Code applicable at the time building permits are issued.

TRASH

53. Trash collection shall comply with the requirements of the City's trash hauler.

BUILDING AND SAFETY DIVISION

54. Submit development plans for plan check review and approval prior to issuance of permits.
55. Obtain all appropriate permits and an approved final inspection for the proposed Project.

56. A Final Map, prepared by or under the direction of a pre-1982 Registered Civil Engineer or Licensed Land Surveyor, shall be submitted to and approved by the City.
57. The Final Map plan check application must be submitted through the City's permitting portal at:
58. https://cityofcarsonca-energovweb.tylerhost.net/apps/selfservice#/home
59. Under Permits, select Miscellaneous Application
60. In the Description field, indicate: Final Map Review
61. Once the application is processed, the Final Map and all supporting documents shall be uploaded to the City's Building Division plan check portal at:
62. https://gopost-transtech.eplansoftreview.com/#/login?portal=carson
63. Select For Permitting – Land Survey Plan Check as the review type.
64. A soils report is required.
65. A preliminary tract map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final tract map is filed with the Los Angeles County Recorder.
66. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final tract map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final tract map.
67. Monumentation of tract map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.
68. All conditions from City Departments and Divisions shall be incorporated into the tract map prior to submitting the tract map for review.
69. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the tract map and the correctness of all certificates. Proof of ownership and

proof of original signatures shall also be provided.

70. Proof of Tax clearance shall be provided at the time of tract map review submittal.

ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON

74 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.

75 A construction permit is required for any work to be done in the public right-of-way.

76 The Applicant shall comply with street improvements and all other requirements included in the Development Agreement.

77 Truck Traffic Restrictions:

a) Truck access to and from Avalon Boulevard shall be prohibited. Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit any truck access to and from Avalon Boulevard (i.e., prohibition on trucks either entering or exiting the project site from Avalon Boulevard).

b) Trucks shall be prohibited from making right turns from the access driveways for the industrial buildings into Lenardo Drive with the exception of the driveway for building A. Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit trucks from making right turns from the access driveways for the industrial buildings into Lenardo Drive with the exception of the driveway for building A.

c) Trucks shall be prohibited from making right turns from Stamps to Del Amo Boulevard. Trucks shall also be prohibited from entering the site from west bound Del Amo Boulevard. Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit trucks from making right turn from Stamps to Del Amo Boulevard and from entering the site from west bound Del Amo Boulevard.

d) Trucks shall be prohibited from queuing on any public roads. Appropriate signage shall be included in the Street Improvement Plans (or other appropriate plans) intended to prohibit trucks from queuing on any public roads.

e) The aforementioned restrictions shall be added to the MMRP as Project Design Features including a requirement that all tenant leases include information about such restrictions.

78 The Applicant shall comply with all conditions and requirements imposed in connection with recordation of the Final Tract Map by the City's Public Works Department, as approved by the City Engineer.

Prior to Issuance of Building Permit

Prior to Certificate of Occupancy

79 The Applicant shall comply with all requirements from L.A. County Sewer Maintenance Division for Maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.

80 The Applicant shall execute and provide to the City Engineer, a written statement from the water purveyor (Calwater) indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building. Comply with mitigation measures recommended by the water purveyor.

81 The Applicant shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

82 If needed, easements shall be granted to the City, appropriate agency, or entity for the purpose of ingress, egress, construction, and maintenance of all infrastructures constructed and handicap access for this development to the satisfaction of the City Engineer and or appropriate agency or entity.

83 All infrastructure necessary to serve the PA3 Project (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy of any building in PA3.

PUBLIC WORKS – WATER QUALITY

Prior to Issuance of Building Permit

84 Per City of Carson ordinance 5809 and SUSMP 2009, the Applicant shall comply with all applicable Low Impact Development ("LID") requirements and shall include Best Management Practices ("BMP") necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.

85 Applicant shall complete and provide a BMP Reporting Template to City of Carson, Engineering Services Department.

86 Applicant shall provide contact information of the Qualified Storm Water Developer ("QSD") and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer ("QSP") for the Project Site.

87 Applicant shall submit digital copies of 2009 SUSMP/LID/NPDES/Grading Plans to City of Carson Building & Safety Division.

88 Applicant shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to Certificate of Occupancy

89 For any structural and/or treatment water quality control device installed, the Applicant,

shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to such covenant to identify the location and maintenance information for any structural and/or treatment control device installed.

f) The Maintenance Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.

g) RECORDATION of the Maintenance Covenant is the responsibility of the Applicant. Provide a copy of the recorded Covenant Agreement to City Engineer prior to certificate of occupancy for any building.

90 Inspection will be conducted once a year after any portions of the Project are constructed.

FIRE DEPARTMENT

91 The proposed development for the Project shall obtain approval and comply with all Los Angeles County Fire Department requirements.

CITY OF CARSON

COMMUNITY DEVELOPMENT

PLANNING DIVISION

EXHIBIT "C"

CONDITIONS OF APPROVAL

DISTRICT AT SOUTH BAY VESTING TENTATIVE TRACT MAP 83481

These "Conditions of Approval" shall govern the development of Planning Areas (PA) 3 of the District at South Bay Specific Plan ("Specific Plan"), located at 20400 South Main St. in the City of Carson ("Project Site"). The "Project" consists of light industrial uses and ancillary office uses. The Project is proposed by the "Applicant" which currently consists of Carson Goose Owner, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer").

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the amendment to the Specific Plan.

2. The adopted Ordinance approving the Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

3. These Conditions of Approval shall be subject to the terms and conditions of the Specific Plan, 2022 Final Supplemental Environmental Impact Report (FSEIR), Mitigation Monitoring and Reporting Program (MMRP), Amended and Restated Development Agreement ("DA" or "Development Agreement"). In the event of a conflict between these Conditions of Approval and the Development Agreement the Development Agreement shall control.

4. The Applicant shall submit a complete set of electronic Construction Drawings 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.

5. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project, including, without limitation. all DTSC requirements and regulations, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements.

6. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the 2022 Final Supplemental Environmental Impact Report and MMRP.

7. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission or City Council in order to comply with all the Conditions of Approval and applicable Development and Site Plan Review No. DOR 00015-26 provisions.

8. City Approvals. All approvals by City, the Carson Reclamation Authority (CRA), and the Department of Toxic Substance Control (DTSC) with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds, if required by the "Reimbursement Agreement" (as defined in the DA).

9. Reimbursement Agreement. A trust deposit account shall be established and maintained if required by the Reimbursement Agreement.

10. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the DA from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act, DTSC, or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements. or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in

the defense, but retains the right to settle or abandon the matter without Indemnitors' consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

SPECIAL CONDITIONS

11. The development of the Project may be phased as described in Specific Plan FSEIR and or the Development Agreement.

12. The Vesting Tentative Tract Map approval shall not be effective until such time the City Council approves the Specific Plan Amendment, and the Development Agreement and said documents are legally effective.

13. The final Construction Documents shall comply with the provisions and requirements of the Development Agreement and the Specific Plan and final approved Site Plan.

14. Developer shall achieve certification or the equivalent of compliance with LEED green building standards of at least silver standard.

15. The applicant shall ensure that the fugitive dust control program is implemented during construction. The program shall be depicted on the construction drawings/grading plans and the contractor shall be responsible for implementation.

16. The Applicant shall submit a report pursuant to the applicable provisions of the California Building Code, prepared by a licensed civil engineer designated by the applicant and approved by the City, which shall provide and include plans for a protective system or systems designated to eliminate or mitigate the potential hazards and environmental risks associated with the proposed use pursuant to Carson Municipal Code 9141.12. Otherwise, the Community Development Director can approve alternative methods to accomplish the same and to protect the health and safety issues associated with the development on a former landfill site and obtaining approval from the permitting agencies including but not limited to DTSC.

    a. The report shall require approval by the Building Official.

    b. All measures to eliminate or mitigate the hazards and environmental risks associated with the site proposed in the report approved by the Building Official shall be incorporated into the project. Such measures shall include monitoring, evaluation and control of methane gas produced by the site as

the City shall determine to be necessary to protect the public health, safety or welfare with respect to the production or migration of methane gas.

c. Monitoring and regular inspections and reports by a licensed civil engineer designated by the applicant and monitored, evaluated and approved by the Building Official shall be done and filed with the City from time to time as directed by the Building Official at the applicant's cost.

17. Adequate measures shall be taken to eliminate odors during the grading operations as a result of the site being a former landfill to the satisfaction of the Community Development Director.

18. The applicant shall, at the applicant's own expense, carry public liability insurance during the existence of this permit, with a company and policy to be approved by the City Attorney, covering liability for injuries or death arising out of or in connection with the use of the site pursuant to said permit in an amount not less than $5,000,000. The City shall be named as an additional assured under such insurance policy or alternative insurance coverage as approved by the Community Development Director exceeding this requirement.

BUILDING AND SAFETY DIVISION

19. Submit development plans for plan check review and approval prior to issuance of permits.

20. Obtain all appropriate permits and an approved final inspection for the proposed Project.

TRANSTECH ENGINEERING

21. A Final Map, prepared by or under the direction of a pre-1982 Registered Civil Engineer or Licensed Land Surveyor, shall be submitted to and approved by the City.

22. The Final Map plan check application must be submitted through the City's permitting portal at:

23. https://cityofcarsonca-energovweb.tylerhost.net/apps/selfservice#/home

24. Under Permits, select Miscellaneous Application

25. In the Description field, indicate: Final Map Review

26. Once the application is processed, the Final Map and all supporting documents shall be uploaded to the City's Building Division plan check portal at:

27. https://gopost-transtech.eplansoftreview.com/#/login?portal=carson

28. Select For Permitting – Land Survey Plan Check as the review type.

29. A soils report is required.

30. A preliminary tract map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final tract map is filed with the Los Angeles County Recorder.

31. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final tract map is approved by the City and filed with the Los Angeles County Recorder; unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, a subordination shall be executed by the easement holder prior to the filing of the final tract map.

32. Monumentation of tract map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.

33. All conditions from City Departments and Divisions shall be incorporated into the tract map prior to submitting the tract map for review.

34. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the tract map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.

35. Proof of Tax clearance shall be provided at the time of tract map review submittal.

36. A reciprocal easement for ingress and egress, sanitary sewer, utility, drainage, water shall be provided for each property that does not front on or have direct access to the public way.

37.

38. A current title report and boundary survey prepared by a licensed land surveyor shall accompany the Final Map submittal.

39.

40. Prior to approval of the final Map and approval of plans for permitting, Soils Report, Sewer Study, Hydrology Study and LID Plans shall be reviewed and approved by the City.

ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON

41. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction

of the City Engineer.

42. A construction permit is required for any work to be done in the public right-of-way.

43. Truck Traffic Restrictions:

a) Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit any truck access to and from Avalon Boulevard (i.e., prohibition on trucks either entering or exiting the project site from Avalon Boulevard).

b) Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit trucks from making right turn from the access driveways for the industrial buildings into Lenardo Drive with the exception of the driveway for Building A.

c) Appropriate signage shall be included in the Street Improvement Plans or other appropriate plans to prohibit trucks from making right turn from Stamps to Del Amo Boulevard. Trucks shall also be prohibited from entering the site from west bound Del Amo Boulevard.

d) Appropriate signage shall be included in the Street Improvement Plans (or other appropriate plans) intended to prohibit trucks from queuing on any public roads.

e) The aforementioned restrictions shall be added to the MMRP as Project Design Features including a requirement that all tenant leases include information about such restrictions.

44. The Applicant shall comply with all conditions and requirements recommended or imposed by the County of Los Angeles (Dept. of Public Works) in connection with Vesting Tentative Tract Map and / or the recordation of the Final Tract Map as approved by the City Engineer.

45. 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.

46. The Developer shall submit an electronic copy of approved plans (such as, Sewer, Street and/or Storm Drain Improvements, whichever applies), to the City of Carson – Engineering Division, prior to issuance of permit by Engineering Division.

47. 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.

48. A construction permit is required for any work to be done in the public right-of-way.

49. Construction bond for all work to be done within the public right-of-way shall be submitted to and approved by Engineering Division prior to issuance of permit by Engineering Division.

50. Proof of Worker's Compensation and Liability Insurance shall be submitted to the City

prior to issuance of permit by Engineering Division.

51. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to approval of the Final Map.

52. Final Map prepared by, or under the direction of, a pre-1982 Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder.

53. CC&R's (covenants, conditions, and restrictions) to address drainage responsibilities are required.

54. Private easements will not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the Final Map is filed with the County Recorder. If easements are granted after the date of tentative map approval, a subordination must be executed by the easement holder prior to the filing of the Final Map.

55. Prior to final map approval, quitclaim or relocate any easements interfering with building locations to the satisfaction of the City, appropriate agency or entity.

56. Provide suitable turnaround and label the driveways "Private Driveway and Fire Lane" on the Final Map to the satisfaction of the Fire Department.

57. Prior to final map approval, a soils report, sewer area study, drainage concept, hydrology study and stormwater quality plan shall be reviewed and approved. Tentative map approval will not be granted until the required soils, sewer, drainage concept, hydrology study and stormwater information have been received and found satisfactory.

58. Comply with mitigation measures recommended in the approved soils, sewer area study, drainage concept, hydrology study and stormwater quality plan.

59. Prior to final map approval, the Developer shall submit a sewer area study to the Los Angeles County Department of Public Works (LACDPW) to determine if capacity is adequate in the sewerage system to be used as the outlet for the sewer of this development. If the system is found to have insufficient capacity, the problem must be addressed and resolved to the satisfaction of the L.A. County Sewer Department.

60. The Developer shall install separate sewer laterals to individually serve each building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.

61. The Developer shall submit drainage/grading plans, prepared by a registered Civil Engineer, to the Los Angeles County Department of Public Works (LACDPW) and obtain approvals to the satisfaction of the LACDPW.

62. The Developer shall comply with applicable LID requirements (Carson Municipal Code Section 5809) and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of Building and Safety or as otherwise approved by the City Engineer.

63. A water system maintained by the water purveyor, with appurtenant facilities to serve all buildings in the development, must be provided. The system shall include fire hydrants of the type and location as determined by the Fire Department. The water mains shall be sized to accommodate the total domestic and fire flows.

64. The Developer shall send a print of the development map to the County Sanitation District, to request for annexation. The request for annexation must be approved prior to Final Map approval.

65. A final guarantee will be required at the time of the filing of the Final Map with the County Recorder/County Clerk's Office.

Prior to Issuance of Building Permit

66. Final Map shall be approved and recorded.

67. 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.

68. 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.

69. Off-site improvements (e.g., driveways, sidewalk, parkway drains, trees, curb/gutter, etc.) shown on the grading plans must provide a concurrent submittal to City of Carson Engineering Division. Off-site improvements may be shown on a separate set of street improvement plans. Prior to issuance of Grading permit, developer shall obtain clearance from City of Carson Engineering Division.

70. Per CMC §9161.4, the Developer shall provide an in-lieu fee in an amount determined by the City Engineer, per CMC §9161.7, to be sufficient to cover the costs of undergrounding all existing overhead utility lines, including telecommunication lines, 12 Kilovolts. The cash in- lieu payment shall be deposited in full amount before issuance of Building Permits. At the discretion of the City Engineer, the City may accept an undergrounding cost estimate prepared by Southern California Edison in-lieu of the City's estimate

Prior to Certificate of Occupancy

71. The Applicant shall comply with all requirements from L.A. County Sewer Maintenance Division for Maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.

72. The Applicant shall execute and provide to the City Engineer, a written statement from the water purveyor (Calwater) indicating that the water system will be operated by the purveyor and that under normal conditions, the system will meet the requirements for the development and that water service will be provided to each building. Comply with mitigation measures recommended by the water purveyor.

73. The Applicant shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.

74. If needed, easements shall be granted to the City, appropriate agency, or entity for the purpose of ingress, egress, construction, and maintenance of all infrastructures constructed and handicap access for this development to the satisfaction of the City Engineer and or appropriate agency or entity.

75. All infrastructure necessary to serve the PA 3 Project (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy of any building in PA 3.

76. 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.

77. 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.

78. Comply with mitigation measures recommended by the water purveyor.

79. 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.

80. All new utility lines, servicing the proposed development shall be underground to the satisfaction of the City Engineer.

81. Comply with any additional requirements, if any, as means of mitigating any traffic impacts as identified in the traffic study approved by the City Traffic Engineer.

82. Install striping and pavement legend per City of Carson PW Standard Drawings.

83. If needed, grant an easement(s) to the City or other appropriate agency or entity to the extent necessary for the construction and maintenance of all infrastructures required pursuant to the project approval and these conditions, and to facilitate ADA-compliant pedestrian and vehicular ingress and egress across driveways or other access points connecting the proposed development to the public right-of-way, or otherwise along the public right-of-way on or adjacent to the proposed development, to the satisfaction of the City Engineer and or appropriate agency or entity.

84. All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.

85. The Developer shall annex the area to the L.A. County Lighting Maintenance District, for the purpose of operating and maintaining the streetlights to be installed. The annexation shall be to the satisfaction of L.A. County and shall be completed prior to

the issuance of Certificate of Occupancy. Additional streetlight installation or upgrade to existing streetlights may be required as part of the annexation.

86. Relocate existing conflicting street light pole to the satisfaction of L.A. County Traffic and Lighting Division, the City of the City Engineer and/or appropriate agency or entity.

PUBLIC WORKS – WATER QUALITY

Prior to Issuance of Building Permit

87. Per City of Carson ordinance 5809 and SUSMP 2009, the Applicant shall comply with all applicable Low Impact Development ("LID") requirements and shall include Best Management Practices ("BMP") necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.

88. Applicant shall complete and provide a BMP Reporting Template to City of Carson, Engineering Services Department.

89. Applicant shall provide contact information of the Qualified Storm Water Developer ("QSD") and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer ("QSP") for the Project Site.

90. Applicant shall submit digital copies of 2009 SUSMP/LID/NPDES/Grading Plans to City of Carson, Engineering Services Department.

91. Applicant shall complete, sign and return the Stormwater Planning Program LID Plan Checklist form and return to City of Carson Engineering Services Division.

Prior to Certificate of Occupancy

92. For any structural and/or treatment water quality control device installed, the Applicant, shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to such covenant to identify the location and maintenance information for any structural and/or treatment control device installed.

    f) The Maintenance Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.

    g) RECORDATION of the Maintenance Covenant is the responsibility of the Applicant. Provide a copy of the recorded Covenant Agreement to City Engineer prior to certificate of occupancy for any building.

93. Inspection will be conducted once a year after any portions of the Project are constructed.

FIRE DEPARTMENT

94. The proposed development for the Project shall obtain approval and comply with all Los Angeles County Fire Department requirements.

Final Map

95. Submit the Final Map for review and approval prior to recordation. Submittals are to be made at epicla.lacounty.gov.

96. Label the driveway "Private Driveway and Fire Lane" on the Final Map and clearly depict the required Fire Department width as approved at the tentative map review.

97. Prior to building permit issuance, verification for compliance will be performed during the fire prevention engineering plan check unit architectural plan review.

LOS ANGELES COUNTY DEPARTMENT PUBLIC WORKS

Drainage

98. Comply with the hydrology study.

99. Comply with all of the City's water quality requirements.

Grading

100. Submit a grading plan for approval. Also, acknowledgment and/or approval from all easement holders may be required.

101. Prior to approval of the grading plan, provide approval of the latest hydrology study by the City.

102. Prior to approval of the grading plan, the subject grading plan must also be approved by the City's Geotechnical Engineer.

103. Prior to approval of the grading plan, provide approval of any permits and/or letter of non-jurisdiction from all State and Federal Agencies as applicable. These agencies may include; the State of California Regional Water Quality Control Board, the State of California Department of Fish and Wildlife, the State of California Department of Conservation, the California Geologic Energy Management, and the Army Corps of Engineers.

Street

104. Construct driveway improvements (sidewalk, driveway, landings, etc.) that either serve or form part of a pedestrian access route and conform with current Americans with Disabilities Act guidelines.

105. Provide an irrevocable reciprocal easement through a separate recorded document for ingress/egress over any proposed common (shared) driveway to the satisfaction of the City Engineer.

106. Underground all new utility lines to the satisfaction of Public Works and Southern California Edison. Please contact Public Works, Construction Division, at (626) 458-3129 for new location of any above ground utility structure in the parkway.

107. Prior to final map approval, enter into an agreement with the City-franchised cable TV operator (if an area is served) to permit the installation of cable in a common utility trench or provide documentation that steps to provide cable TV to the proposed subdivision have been initiated.

108. Comply with the street lighting conditions from Public Works, Traffic Safety and Mobility Division, and/or any City street lighting requirements.

109. Comply with the City's road conditions.

Sewer

110. The approved sewer area study for this proposed land division remains valid for two years from the date of approval. After this period, the applicant shall request the City to re-validate the existing approved sewer area study. Any modifications to the approved tentative map may invalidate this sewer area study. If warranted by Public Works or the City, an approved update of the area study shall be required.

Water

111. The Developer shall comply with the requirements as stipulated in the Will Serve letter from California Water Service.

Subdivision

112. Place a note on the final map, to the satisfaction of the City, indicating that this map is approved for add uses.

113. If determined necessary by the Fire Department, label driveways, multiple access strips, and any required vehicular turnarounds as "private driveways and fire lanes" and delineate them on the final map to the satisfaction of the Fire Department and the City.

114. If required by the City, reserve reciprocal easements for drainage, sewer, water, utilities, right to grade, and maintenance purposes, in a separate document over the common (shared) driveway.

115. If applicable, relocate or quitclaim any easements interfering with building locations.

116. Provide addressing information in Microsoft Excel format to the satisfaction of the City Engineer.

117. If required by the City, private easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication until after the final map is filed with the Registrar-Recorder/County Clerk's office. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder prior to the filing of the final map.

118. A final guarantee will be required at the time of the filing of the final map with the Registrar-Recorder/County Clerk's office.

119. Within 30 days of the approval date of this land use entitlement or at the time of the first plan check submittal, the applicant shall deposit the sum of $5,000 with Los Angeles County Public Works to defray the cost of verifying conditions of approval for the purpose of issuing final map clearances.

Street Light Requirements

120. The project area will be required to be annexed to the County Lighting Maintenance District serving the City of Carson. Therefore, submit a street lighting plan showing existing streetlight for the annexation process.

121. Upon submittal of street lighting plans(s) (subdivision only), the applicant shall comply with conditions of annexation listed below in order for the light districts to pay for the future operation and maintenance of the streetlights. The annexation and the levy of assessment require the approval of the Board of Supervisors prior to Public Works approving street lighting plans. It is the sole responsibility of the owner/developer of the project to have all street lighting plans approved prior to the map recordation. The required street lighting improvements shall be the sole responsibility of the owner/developer of the project and the installation must be accepted per approved plans. If phasing of the project is approved, the required street lighting improvements shall be the sole responsibility of the owner/developer of the project and will be made a condition of approval to be in place for each phase.

Conditions of Annexation for County Lighting Maintenance District

122. Provide business/property owners name, mailing address, site address, Accessor Parcel Number, and Parcel Boundaries in either Microstation or Auto CADD format of territory to be developed to Street Lighting Section.

123. Submit map of the proposed project including any roadways condition for streetlights to Street Lighting Section. Contact Street Lighting Section for map requirements and/or questions at (626) 300-4726.

Conditions of Acceptance for Street Light Transfer of Billing

124. The area must be annexed into the lighting district and all streetlight in the project, or the approved phase of the project, must be constructed according to Public Works approved plans. The contractor shall submit one complete set of “as-built” plans. The lighting district can assume the responsibility for the operation and maintenance of the streetlights by July 1st of any given year, proved the above conditions are met, all streetlight in the project, or approved project phase, have been constructed per Public Works approved plan and energized and the owner/developer has requested a transfer of billing at least by January 1st of the previous year. The transfer of billing could be delayed one or more years if the above conditions are not met.

ORDINANCE NO. 26-2612

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, FINDING (1) NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED FOR THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SP00004-2026) PURSUANT TO CEQA GUIDELINES SECTION 15168; AND (2) APPROVING THE DISTRICT AT SOUTH BAY SPECIFIC PLAN AMENDMENT (SP00004-2026), SUBJECT TO CONDITIONS OF APPROVAL

WHEREAS, there is a 157-acre site generally located southwest of the Interstate 405 (1-405) Freeway (the San Diego Freeway) and north of the Avalon Boulevard interchange at 20400 Main Street in the City of Carson ("Project Site"), which includes the former Cal-Compact Landfill also referred to herein as the "157 Acre Site" and/or the "Project Site") which operated as a Class II landfill from 1959 until 1965; and

WHEREAS, the "Project" constitutes a modification to the permitted land uses and development standards for Planning Area 3 of the 157 Acre Site that is currently subject to The District at South Bay Specific Plan (the "2022 Specific Plan"; such specific plan as amended concurrent with this Resolution, the "Specific Plan" or "Specific Plan Amendment"); and

WHEREAS, in 2006 the Project site was owned by Carson Marketplace LLC, a private developer, which proposed a development plan for the Project site that included a 1,995,125-square-foot (sq. ft.) mixed-use commercial project (including retail, 300 hotel rooms, and entertainment uses) and 1,550 residential units.

WHEREAS, in 2006 the City of Carson ("City") adopted the Carson Marketplace Specific Plan; and

WHEREAS, in 2006, in accordance with the California Environmental Quality Act ("CEQA"), the City of Carson Redevelopment Agency ("RDA"), as lead agency, certified a project-level Final Environmental Impact Report ("2006 Final EIR") for the Carson Marketplace Project (SCH No. 2005051059) in connection with development of the Project site; and

WHEREAS, in 2009 an Addendum to the 2006 FEIR was prepared and subsequently adopted to address changes in the remediation activities at the Property; and

WHEREAS, in 2011, the City, relying upon the 2006 FEIR, amended the Carson Marketplace Specific Plan and, as part of that amendment, renamed the Specific Plan as "The Boulevards at South Bay Specific Plan"; and

WHEREAS, in 2018, the City amended the Boulevards at South Bay Specific Plan and, as part of that amendment, renamed the Specific Plan as "The District at South Bay Specific Plan", which was adopted concurrent with the City's certification of a Supplemental EIR for the amended Specific Plan; and

WHEREAS, the Carson Reclamation Authority ("CRA") currently owns the Property and intends to sell/transfer the surface lot of the Property for development purposes (known as "Cells 3, 4, and 5" or "Planning Area 3"); and

WHEREAS, Carson Goose Owner, LLC, a private developer ("Developer"), entered into an Option Agreement with the CRA, dated December 17, 2020 (the "Option Agreement"), which allows the Developer to acquire Cells 3, 4, and 5 from the CRA in order to develop a project thereon generally consisting of up to 1,567,090 sf of light industrial development including supportive office uses under a Light Industrial (LI) General Plan designation and up to approximately 12 acres of publicly accessible but privately maintained open space and commercial/community-use and amenity areas (the "Project"); and

WHEREAS, in 2022, the City amended The District at South Bay Specific Plan ("2022 Specific Plan" or "2022 SPA") to replace the general commercial and hotel uses previously approved for Planning Area 3 under the 2018 Specific Plan Amendment with light industrial uses (including ancillary office uses and an "Enhanced Parkway" (as further described below)) and with a privately maintained, publicly accessible open space and community commercial use and amenity area referred to herein as the "Carson Country Mart." The land uses and development standards allowed for the remainder of the Property (Planning Areas 1 and 2) under the 2018 Specific Plan Amendment were not modified by the 2022 Specific Plan Amendment. The 2022 SPA was adopted concurrent with the City's certification of a Supplemental EIR ("2022 SEIR") for the amended Specific Plan; and

WHEREAS, the Developer has submitted an application to the City for a fourth Amendment to the District at South Bay Specific Plan (the "2026 Specific Plan Amendment" or "2026 SPA"), to replace the Carson Country Mart previously approved for Planning Area 3 under the 2022 Specific Plan Amendment with landscaped parking areas that will service the previously approved light industrial buildings and ancillary office uses (the "2026 Project").

WHEREAS, the Developer has submitted an Amended & Restated Development Agreement ("A&R Development Agreement"), and

WHEREAS, the Developer has submitted a *Section 15168(c)(2) CEQA Consistency Determination Memorandum for the 2026 Specific Plan Amendment ("CEQA Consistency Determination"*) prepared for this Project, which provides that the 2026 Project-specific potential impacts are within the scope of potential environmental impacts analyzed in the certified SEIR for the 2022 Specific Plan Amendment pursuant to CEQA Guidelines Section 15168, and no further environmental analysis is required pursuant to CEQA Guidelines Section 15162; and

WHEREAS, the use of Planning Area 3 for the 2026 Project is consistent with the proposed 2026 Specific Plan Amendment and remains consistent with the City of Carson's adopted General Plan; and

WHEREAS, on August 11, 2026, the Planning Commission, after giving notice pursuant to Government Code Sections 65090, 65091, 65092 and 65094: (i) held a public hearing for Specific Plan Amendment No. SP00004-2026, Development Agreement No. DA-0001-2026, Site

Plan and Design Review No. 00015-26, Vesting Tentative Tract Map No. VTTM 83481, and the CEQA Consistency Determination; (ii) Adopted Resolution No. 26-2903 recommending City Council (1) approve findings in the *CEQA Consistency Determination* that no further environmental analysis is required under CEQA pursuant to CEQA Guidelines Section 15168, (2) approve Specific Plan Amendment No. SP00004-2026, subject to conditions of approval, and (3) adopt Amended and Restated Development Agreement No. DA-0001-26; and (iii) Adopted Resolution No. 26-2902 recommending City Council find CEQA Guidelines Section 15168 Consistency and approve Development and Site Plan Review No. (DOR) 00015-26 and Amended VTTM No. 83481, subject to conditions of approval.

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City of Carson on August 07, 2026, published a legal notice of the public hearing regarding Specific Plan Amendment No. SP00004-2026, Amended & Restated Development Agreement No. DA-0001-26, Development and Site Plan Review No. (DOR) 00015-26, Amended VTTM No. 83481, and CEQA Guidelines 15168 Consistency, to be held by the City Council on September 1, 2026. In addition, on August 05, 2026, a public hearing notice was mailed to each property owner within an expanded radius of 2,000 feet of the Project site, indicating the date and time of the public hearing in accordance with state law; and

WHEREAS, the City Council conducted a duly noticed public hearing regarding Specific Plan Amendment No. SP00004-2026 on September 1, 2026, and all interested parties were given an opportunity to be heard regarding the same, and thereafter introduced this Ordinance; and

WHEREAS, the City Council now sees fit and intends, by this Ordinance, to adopt Specific Plan Amendment No. SP00004-2026, subject to conditions of approval; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. **RECITALS**. The above recitals are true and correct and incorporated fully herein.

SECTION 2. **CEQA FINDINGS**.

The City Council finds that the potential environmental impacts associated with the 2026 Specific Plan Amendment were adequately assessed by the 2022 SEIR and that there are no circumstances requiring additional environmental review, as detailed in the CEQA Consistency Determination (as defined below), which is attached to the September 1, 2026 staff report to the City Council for the above-referenced public hearing, and is incorporated herein by this reference.

The 157 Acre Site was previously analyzed for development pursuant to: (1) a Final Environmental Impact Report for the Carson Marketplace Specific Plan (SCH No. 2005051059), which was certified by the City of Carson on February 8, 2006 (2006 FEIR); (2) Addendum 1 to the 2006 FEIR, which was approved in March 2009; and (3) a Supplemental Environmental Impact

Report, which was certified by the City on April 3, 2018 (2018 SEIR). A Supplemental Environmental Impact Report, was certified by the Planning Commission on April 18, 2022 (2022 SEIR), The Planning Commission certification of the 2022 SEIR was appealed on April 21, 2022. The 2022 SEIR was considered by the City Council on May 23, 2022 and the City Council approved Resolution No. 22-085 (1) adopting the Findings required by CEQA Guidelines; and (2) certifying the 2022 to the Final EIR (SCH No. 20050551059) for the District at South Bay Specific Plan.

To assess the potential environmental impacts associated with the 2026 Amendments to the Specific Plan, the Developer has submitted a *Section 15168(c)(2) CEQA Consistency Determination Memorandum for the 2026 Specific Plan Amendment ("CEQA Consistency Determination"*) prepared for this Project, which demonstrates that the 2026 Project-specific potential impacts are within the scope of potential environmental impacts analyzed in the certified SEIR for the 2022 Specific Plan Amendment pursuant to CEQA Guidelines Section 15168, and no further environmental analysis is required pursuant to CEQA Guidelines Section 15162. The CEQA Evaluation was independently peer reviewed by the City Attorney, who evaluated the analysis for adequacy and consistency with the requirements of CEQA. The City Attorney confirmed, and the City Council finds based on its independent judgment, that the CEQA Evaluation provides an adequate basis for the City's environmental review and supports the findings and conclusions presented within the CEQA Consistency Determination and this Ordinance.

The 2026 Project, including Specific Plan Amendment No. SP00004-2026, is a modification of the previously approved 2022 District at South Bay project. Compared to the 2022 District at South Bay Project Approvals, the 2026 Project will not result in new significant impacts or a substantial increase in the severity of impacts identified in the 2022 Supplemental Environmental Impact Report (SEIR) for the District at South Bay Project. The applicable mitigation measures identified in the 2022 SEIR are incorporated into the design of the 2026 Project and imposed as mitigation measures or conditions of approval, as appropriate. Consequently, none of the conditions that require preparation of a subsequent or supplemental EIR under CEQA Guidelines Section 15162 are present, and therefore the 2026 Project is within the scope of the project covered by the previously certified 2022 SEIR, and no further environmental review or document is required for approval of Specific Plan Amendment No. SP00004-2026.

SECTION 3. SPECIFIC PLAN AMENDMENT FINDINGS. Pursuant to Government Code Sections 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and consistent with the findings and recommendations of the Planning Commission as set forth in Resolution No. 26-2903, the City Council makes the following findings pertaining to Specific Plan Amendment No. SP00004-2026:

a) The Specific Plan Amendment is consistent with the General Plan, including the goals and policies of the General Plan set forth below. The Project proposed by the Specific Plan Amendment represents a productive reuse of a brownfield site that is compatible with surrounding uses, and offers Carson residents new opportunities for residential and light industrial uses and employment. The cumulative Project area

features up to 1,550 residential units, with 1,250 permitted in Planning Area 1 south of Del Amo, bringing needed housing to the City and generating a unique mixed-use environment that can serve as a signature project for Carson.

1. The Specific Plan Amendment is consistent with General Plan Policy LUR-G-1, which makes it a City policy to maintain a balanced land use program that promotes a diversified economic base and capitalizes on Carson's location and assets - strong industrial economy, access to major freeways, rail corridors, airports, and the ports of Long Beach and Los Angeles, and the presence of California State University, Dominguez Hills. The 2026 meets this Policy by adding a regionally-serving industrial use which will generate community benefits for the City (See Amended & Restated Development Agreement)

2. The Specific Plan Amendment is consistent with General Plan Policy CIR-G-5, which makes it a City policy to manage parking demand and supply through the provision of adequate and convenient facilities. The 2026 Project proposes removing the previously-approved commercial use and reducing the number of light industrial buildings from six to five. This will reduce the parking demand and traffic to and from the site.

3. The Specific Plan Amendment is consistent with General Plan Policy LUR-G-13, which makes it a City Policy to ensure adequate buffers and transitions between industrial and residential land uses as sites are developed or redeveloped. Here, the project provides adequate setbacks (ranging from 70'-113') from nearby residential uses. The Torrance Lateral provides an additional buffer of 75' from the property line to the nearest off-site residential uses.

4. The Specific Plan Amendment is consistent with General Plan Policy LUR-G-8, which makes it a City Policy to promote development of a high-intensity Flex District in the "triangle" near at the I-405/I-110 interchange, capitalizing on the excellent regional access and potential availability of large sites to accommodate a diversity of commercial, residential, and light-industrial uses. The 2026 Project meets this policy objective by promoting development in the Flex District.

5. The Specific Plan Amendment is also consistent with the General Plan's Community Health and Environmental Justice Element, in particular CHE-G-6, which encourages the City to "explore opportunities and seek funding to remediate and redevelop brownfields as sites to spur economic development, expand natural open spaces and parks, community gardens, and other similar health-promoting community revitalization activities, particularly in underserved neighborhoods."

b) The Specific Plan, as amended by the Specific Plan Amendment, contains all required contents in compliance with Government Code Section 65451.

c) The required procedure for hearing, notice and decision of the Specific Plan Amendment pursuant to Section 7.1.4 of the Specific Plan has been followed.

SECTION 4. APPROVAL. Based on the foregoing, the City Council hereby approves and adopts Specific Plan Amendment No. SP00004-2026, subject to the conditions of approval attached hereto as Exhibit "B." The amended Specific Plan is attached hereto as Exhibit "A."

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 7. CERTIFICATION. The City Clerk of the City of Carson shall certify to the passage and adoption of this Ordinance and shall cause a summary of the same to be published in the manner required by law.

PASSED, APPROVED and **ADOPTED** this ___ day of September, 2026.

_____
Mayor Lula Davis-Holmes

ATTEST:

_____ Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM

_____

Sunny Soltani, City Attorney

EXHIBIT "A"

AMENDED DISTRICT AT SOUTH BAY SPECIFIC PLAN

(SPECIFIC PLAN AMENDMENT NO. SP00004-2026)

[to be attached]

CITY OF CARSON

COMMUNITY DEVELOPMENT

PLANNING DIVISION

EXHIBIT "B"

CONDITIONS OF APPROVAL

DISTRICT AT SOUTH BAY 2021 SPECIFIC PLAN AMENDMENT No. SPA 0004-2026

These "Conditions of Approval" shall govern the 2026 District at South Bay Specific Plan ("Specific Plan" or "SPA"), located at 20400 South Main St. in the City of Carson ("Project Site"). The "Project" consists of light industrial uses within PA3. The Project is proposed by the "Applicant" which currently consists of Carson Goose Owner, LLC which term shall include the successors and assigns of the Applicant (aka, the "Developer").

GENERAL CONDITIONS

1. The Applicant shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the City Council Resolution approving the 2026 Amendment to the District at South Bay Specific Plan.

2. The adopted Ordinance approving the 2026 Amendment to the District at South Bay Specific Plan, including the Conditions of Approval contained herein, and the signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.

3. These Conditions of Approval shall be subject to the terms and conditions of the 2026 Specific Plan, 2022 Final Supplemental Environmental Impact Report (2022 SEIR), Mitigation Monitoring and Reporting Program (MMRP), Amended & Restated Development Agreement (A&R Development Agreement). In the event of a conflict between these Conditions of Approval and the Development Agreement the A&R Development Agreement shall control.

4. The Applicant shall submit a complete set of electronic Construction Drawings 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.

5. The Applicant shall comply with all City, county, state, and federal regulations applicable to the Project, including, without limitation. all Department of Toxic Substances (DTSC) requirements and regulations, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements.

6. The Applicant shall comply with all Mitigation Measures, Project Design Features, and Project Characteristics as described in the 2022 Final Supplemental Environmental Impact Report and MMRP.

7. The Applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission or City Council in order to comply with all the Conditions of Approval and applicable Specific Plan No. SPA 0004-2026 provisions.

8. City Approvals. All approvals by City, the Carson Reclamation Authority (CRA), and the DTSC with respect to the Project and/or the Conditions of Approval set forth herein, unless otherwise specified, shall be by the department head of the department or agency requiring the applicable condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Applicant shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the May 1, 2022 Reimbursement Agreement.

9. Reimbursement Agreement. A trust deposit account shall be established and maintained pursuant to the Reimbursement Agreement, dated May 1, 2022.

10. Indemnification. The Applicant, and its tenant(s), for themselves and their successors in interest ("Indemnitors"), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers and employees, and each of them ("Indemnitees") as set forth in the A&R Development Agreement from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, "Claims") against Indemnitees with respect to the Project entitlements or approvals that are the subject of these Conditions of Approval, and any Claims against Indemnitees which are in any way related to Indemnitees' review of or decision upon the Project that is the subject of these Conditions of Approval (including, without limitation, any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act, DTSC, or other local or State Agencies, and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from Indemnitors' construction or operations of the Project, including remedial systems, site improvements, Building Protection Systems (BPS) and other associated improvements. or any of the Project entitlements or other approvals that are the subject of Conditions of the Approvals for the Specific Plan, Site Plan and Design Review and Tentative Tract Map. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees associated legal costs or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter without Indemnitors' consent. Indemnitors shall provide a deposit to the City in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation / Claims asserted, including the cost of any award of attorneys' fees, and shall make additional two (2) deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon the action and

Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

ORDINANCE NO. 26-2613

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, (1) FINDING NO FURTHER ENVIRONMENTAL REVIEW UNDER CEQA IS REQUIRED FOR APPROVAL OF AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26 PURSUANT TO CEQA GUIDELINES SECTION 15168; AND (2) APPROVING AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26 BETWEEN THE CITY OF CARSON AND CARSON GOOSE OWNER, LLC, FOR 1,567,090 SQUARE FEET OF LIGHT INDUSTRIAL USES ON PLANNING AREA 3 OF THE DISTRICT AT SOUTH BAY SPECIFIC PLAN PROJECT

WHEREAS, there is a 157-acre site generally located southwest of the Interstate 405 (1-405) Freeway (the San Diego Freeway) and north of the Avalon Boulevard interchange at 20400 Main Street in the City of Carson ("Project Site"), which includes the former Cal-Compact Landfill also referred to herein as the "157 Acre Site" and/or the "Project Site"), which operated as a Class II landfill from 1959 until 1965; and

WHEREAS, in 2006 the Project site was owned by Carson Marketplace LLC, a private developer, which proposed a development plan for the Project site that included a 1,995,125-square-foot (sq. ft.) mixed-use commercial project (including retail, 300 hotel rooms, and entertainment uses) and 1,550 residential units.

WHEREAS, in 2006 the City of Carson ("City") adopted the Carson Marketplace Specific Plan; and

WHEREAS, in 2006, in accordance with the California Environmental Quality Act ("CEQA"), the City of Carson Redevelopment Agency ("RDA"), as lead agency, certified a project-level Final Environmental Impact Report ("2006 Final EIR") for the Carson Marketplace Project (SCH No. 2005051059) in connection with development of the Project site; and

WHEREAS, in 2009 an Addendum to the 2006 FEIR was prepared and subsequently adopted to address changes in the remediation activities at the Property; and

WHEREAS, in 2011, the City, relying upon the 2006 FEIR, amended the Carson Marketplace Specific Plan and, as part of that amendment, renamed the Specific Plan as "The Boulevards at South Bay Specific Plan"; and

WHEREAS, in 2018, the City amended the Boulevards at South Bay Specific Plan and, as part of that amendment, renamed the Specific Plan as "The District at South Bay Specific Plan", which was adopted concurrent with the City's certification of a Supplemental EIR for the amended Specific Plan; and

WHEREAS, the Carson Reclamation Authority ("CRA") currently owns the Property and intends to sell/transfer an approximately 96-acre portion the surface lot of the Property for development purposes (known as "Cells 3, 4, and 5" or "Planning Area 3"); and

WHEREAS, Carson Goose Owner, LLC, a private developer ("Developer"), entered into an Option Agreement with the CRA, dated December 17, 2020 (the "Option Agreement"), which allows the Developer to acquire Cells 3, 4, and 5 from the CRA in order to develop a project thereon generally consisting of up to 1,567,090 sf of light industrial development including supportive office uses under a Light Industrial (LI) General Plan designation and up to approximately 12 acres of publicly accessible but privately maintained open space and commercial/community-use and amenity areas (the "Project"); and

WHEREAS, in 2022, the City amended The District at South Bay Specific Plan ("2022 Specific Plan" or "2022 SPA") to replace the general commercial and hotel uses previously approved for Planning Area 3 under the 2018 Specific Plan Amendment with light industrial uses (including ancillary office uses and an "Enhanced Parkway" (as further described below)) and with a privately maintained, publicly accessible open space and community commercial use and amenity area referred to herein as the "Carson Country Mart." The land uses and development standards allowed for the remainder of the Property (Planning Areas 1 and 2) under the 2018 Specific Plan Amendment were not modified by the 2022 Specific Plan Amendment. The 2022 SPA was adopted concurrent with the City's certification of a Supplemental EIR ("2022 SEIR") for the amended Specific Plan; and

WHEREAS, the Developer has submitted an application to the City for a fourth Amendment to the District at South Bay Specific Plan (the "2026 Specific Plan Amendment" or "2026 SPA"), to replace the Carson Country Mart previously approved for Planning Area 3 under the 2022 Specific Plan Amendment with landscaped parking areas that will service the previously approved light industrial buildings and ancillary office uses (the "2026 Project").

WHEREAS, the Developer has submitted an Amended & Restated Development Agreement ("A&R Development Agreement"), and

WHEREAS, the Developer has submitted a *Section 15168(c)(2) CEQA Consistency Determination Memorandum for the 2026 Specific Plan Amendment (*"CEQA Consistency Determination") prepared for this Project, which demonstrates that the 2026 Project-specific potential impacts are within the scope of potential environmental impacts analyzed in the certified SEIR for the 2022 Specific Plan Amendment pursuant to CEQA Guidelines Section 15168, and no further environmental analysis is required pursuant to CEQA Guidelines Section 15162; and

WHEREAS, the 2026 Project is within the scope of the SEIR and is therefore exempt from additional CEQA review per CEQA Guidelines section 15168(c)(2) and (4) and Public Resources Code Section 21094(c),as demonstrated by the CEQA Consistency Determination, which is attached to the September 1, 2026 staff report to the City Council for the above-referenced public hearing and incorporated herein by this reference.

WHEREAS, the use of Planning Area 3 for the 2026 Project is consistent with the proposed 2026 Specific Plan Amendment and remains consistent with the City of Carson's adopted General Plan; and

WHEREAS, on August 11, 2026, the Planning Commission, after giving notice pursuant to Government Code Sections 65090, 65091, 65092 and 65094: (i) held a public hearing for Specific Plan Amendment No. SP00004-2026, Development Agreement No. DA-0001-2026, Site Plan and Design Review No. 00015-26, Vesting Tentative Tract Map No. VTTM 83481, and the CEQA Consistency Determination; (ii) Adopted Resolution No. 26-2903 recommending City Council (1) approve findings in the *CEQA Consistency Determination* that no further environmental analysis is required under CEQA pursuant to CEQA Guidelines Section 15168, (2) approve Specific Plan Amendment No. SP00004-2026, subject to conditions of approval, and (3) adopt Amended and Restated Development Agreement No. DA-0001-26; and (iii) Adopted Resolution No. 26-2902 recommending City Council find CEQA Guidelines Section 15168 Consistency and approve Development and Site Plan Review No. (DOR) 00015-26 and Amended VTTM No. 83481, subject to conditions of approval.

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City of Carson on August 07, 2026, published a legal notice of the public hearing regarding Specific Plan Amendment No. SP00004-2026, Amended & Restated Development Agreement No. DA-0001-26, Development and Site Plan Review No. (DOR) 00015-26, Amended VTTM No. 83481, and CEQA Guidelines 15168 Consistency, to be held by the City Council on September 1, 2026. In addition, on August 05, 2026, a public hearing notice was mailed to each property owner within an expanded radius of 2,000 feet of the Project site, indicating the date and time of the public hearing in accordance with state law; and

WHEREAS, the City Council conducted a duly noticed public hearing regarding Amended & Restated Development Agreement No. DA-0001-26 on September 1, 2026, and all interested parties were given an opportunity to be heard regarding the same, and thereafter introduced this Ordinance; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Amended & Restated Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desires to approve and adopt the Amended & Restated Development Agreement No. DA-0001-26 by adoption of this uncodified Ordinance, and

THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and incorporated fully herein.

SECTION 2. CEQA FINDINGS.

The City Council finds that the potential environmental impacts associated with the Amended & Restated Development Agreement were adequately assessed by the 2022 SEIR and that there are no circumstances requiring additional environmental review, as detailed in the CEQA Consistency Determination (as defined below), which is attached to the September 1, 2026 staff report to the City Council for the above-referenced public hearing, and is incorporated herein by reference.

The 157 Acre Site was previously analyzed for development pursuant to: (1) a Final Environmental Impact Report for the Carson Marketplace Specific Plan (SCH No. 2005051059), which was certified by the City of Carson on February 8, 2006 (2006 FEIR); (2) Addendum 1 to the 2006 FEIR, which was approved in March 2009; and (3) a Supplemental Environmental Impact Report, which was certified by the City on April 3, 2018 (2018 SEIR). A Supplemental Environmental Impact Report, was certified by the Planning Commission on April 18, 2022 (2022 SEIR), The Planning Commission certification of the 2022 SEIR was appealed on April 21, 2022. The 2022 SEIR was considered by the City Council on May 23, 2022 and the City Council approved Resolution No. 22-085 (1) adopting the Findings required by CEQA Guidelines; and (2) certifying the 2022 to the Final EIR (SCH No. 20050551059) for the District at South Bay Specific Plan.

To assess the potential environmental impacts associated with the 2026 Amended & Restated Development Plan, The Developer has submitted a *Section 15168(c)(2) CEQA Consistency Determination Memorandum for the 2026 Specific Plan Amendment ("CEQA Consistency Determination"*) prepared for this Project, which demonstrates that the 2026 Project-specific potential impacts are within the scope of potential environmental impacts analyzed in the certified SEIR for the 2022 Specific Plan Amendment pursuant to CEQA Guidelines Section 15168, and no further environmental analysis is required pursuant to CEQA Guidelines Section 15162. The CEQA Evaluation was independently peer reviewed by the City Attorney, who evaluated the analysis for adequacy and consistency with the requirements of CEQA. The City Attorney confirmed, and the City Council finds based on its independent judgment, that the CEQA Evaluation provides an adequate basis for the City's environmental review and supports the findings and conclusions presented within the CEQA Consistency Determination and this Ordinance.

The 2026 Project, including the Amended & Restated Development Agreement, is a modification of the previously approved 2022 District at South Bay project. Compared to the 2022 District at South Bay Project Approvals, the 2026 Project will not result in new significant impacts or a substantial increase in the severity of impacts identified in the 2022 Supplemental Environmental Impact Report (SEIR) for the District at South Bay Project. The applicable mitigation measures identified in the 2022 SEIR are incorporated into the design of the 2026 Project and imposed as mitigation measures or conditions of approval, as appropriate. Consequently, none of the conditions that require preparation of a subsequent or supplemental EIR

under CEQA Guidelines Section 15162 are present, and therefore the 2026 Project is within the scope of the project covered by the previously certified 2022 SEIR, and no further environmental review or document is required for approval of Amended & Restated Development Agreement No. DA-0001-26.

SECTION 3. FINDINGS. Pursuant to Government Code Sections 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and consistent with the findings and recommendations of the Planning Commission as set forth in Resolution No. 26-2903, the City Council makes the following findings pertaining to the Amended & Restated Development Agreement as related to the Developer Property for purposes of the Project:

a) The Development Agreement is consistent with the General Plan, including the goals and policies of the General Plan, and with the applicable Specific Plan with the 2026 Specific Plan Amendment . The Planning Commission has reviewed the analysis and determined that the proposed Amended & Restated Development Agreement is consistent with the 2026 Specific Plan Amendment, and the Amended & Restated Development Agreement is therefore consistent with the General Plan. The City Council has also reviewed the analysis and record, and affirms the same findings and determinations.

b) The Amended & Restated Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan, as required by CMC section 9508.3.A.1. The Project proposed by the Development Agreement represents a productive reuse of a brownfield site that is compatible with surrounding uses, and offers Carson residents new opportunities for residential and light industrial uses and employment. The cumulative Project area features up to 1,550 residential units, with 1,250 permitted in Planning Area 1 south of Del Amo, bringing needed housing to the City and generating a unique mixed-use environment that can serve as a signature project for Carson. Further detailed findings of consistency between the Project and the General Plan are an appendix to the 2022 SEIR, which findings and supporting evidence has been previously certified by the City Council.

c) The Amended & Restated Development 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.

d) The development of the Project is expected to realize significant regional and community public benefits, including, without limitation, the following:

1. Overcoming Constraint of Remediation Cost. The 157 Acre Site is one of the largest undeveloped properties along the I-405 in Los Angeles County. The Project represents a unique opportunity to develop a significant portion of the 157 Acre Site and remediate the underlying soil, soil vapor and groundwater issues afflicting the Site. Thus, the development of the Project will not be detrimental to the health, safety, environmental quality, and

general welfare of the community as required under CMC section 9508.3.A.3, and will not adversely affect the orderly development of property or the preservation of property values as required under CMC section 9508.3.A.4.

2. Job Generation. The Project entails a land use and infrastructure plan that will support the creation of a major job center in the City and significantly improve the City's jobs to housing balance, and development of the Project will not be detrimental to the health, safety, environmental quality, and general welfare of the community as required under CMC section 9508.3.A.3.

3. Insurance. The Project will contribute to a robust insurance program for the 157 Acre Site to provide coverage to the public entities, developers, property owners and contractors carrying out construction on the 157 Acre Site, to which Developer pays its fair share, which will allow for the orderly development of property as required under CMC section 9508.3.A.4.

4. Carry Costs. Developer has agreed to reimburse Authority for a proportional share of the Carry Costs of the Site which will substantially assist the Authority in its ongoing operations and maintenance of the Site.

5. Public Art. The Project shall implement on-site public art features as set forth in Section 6.10 of the 2026 Amended Specific Plan. The Developer shall submit a comprehensive public art plan for Planning Area 3 to the Director for his or her review and approval prior to issuance of a building permit for the Project and shall install the public art features prior to issuance of any occupancy permits by the City for the particular parcel which the Developer has requested to receive an occupancy permit.

6. Private Security Services. Developer shall provide private security sufficient to serve the Property (or coordinate with the City to have the Los Angeles County Sheriff's Department ("Sheriff") provide security services for the Property (and/or for specific events), and in all cases Developer shall coordinate with the Sheriff in security matters with respect to the Project.

e) The Amended & Restated Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

f) The Amended & Restated Development Agreement provides for a project that is located within an area suitable for the proposed use and will not be detrimental to the public's health, safety, and general welfare, nor will it adversely affect the orderly development or property values for the subject property or areas surrounding it. The provisions of the agreement are compatible with the uses authorized in and the regulations prescribed for the zoned district in which the subject property is located.

g) The Amended & Restated Development Agreement is in compliance with the procedures established by the City as required by Government Code Section 65865(c).

SECTION 4. APPROVAL. Based on the foregoing, the City Council hereby approves and adopts Amended & Restated Development Agreement No. DA-0001-26, attached hereto as Exhibit "A," and authorizes its execution by the Mayor.

SECTION 5. RECORDATION. Pursuant to Government Code Section 65868.5, the City Clerk of the City shall record a copy of Amended & Restated Development Agreement No. DA-0001-26 with the County Recorder within 10 days after execution thereof. The Mayor, City Manager, and City Clerk, or their designees, are authorized and directed to take such actions and execute such documents and certifications as may be necessary to implement and affect execution, recordation and enforcement of this Ordinance and the Amended & Restated Development Agreement No. DA-0001-26.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 8. CERTIFICATION. The City Clerk of the City of Carson shall certify to the passage and adoption of this Ordinance and shall cause a summary of the same to be published in the manner required by law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this __ day of September, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT "A"

AMENDED & RESTATED DEVELOPMENT AGREEMENT NO. DA-0001-26

[to be attached]

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

DISCUSSION 23.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Information Technology and Security Projects
3. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Information Technology and Security Projects
Emergency Management and Public Safety Projects

COMMUNITY & ECONOMIC DEVELOPMENT
PROJECT STATUS REPORT
September 1, 2026

CITY COUNCIL

Planning Division			
#	**Name**	**Description**	**Status**
1 D1	Envision Carson Apartments Manhattan Square Townhomes	21207 S. Avalon Blvd. Existing: 27.31 acres. Proposed: 1,115 residential dwelling units (consisting of 351 townhomes, 764 apartments), 10,000 square feet of restaurant area, and 111,581 square feet of publicly accessible but privately maintained open space	Temporary CofO issued for model homes. Grand opening for Product A, B, and D models occurred July 11, 2026 Planning staff conducted site visit for Product C models and Phase 1 occurred on Aug. 26, 2026. Under Construction - Estimated completion 24 months. Building C-D building submittal forthcoming. Amended and Restated DA and assignments completed June 24, 2026 Remaining phases of Townhomes in plan check – revisions to solar, recreation area. First phase anticipated mid-September Six-month deferral issued on signal COA on April 6 to allow temporary CofOs for townhome product. Grace Avenue improvements required prior to first CofO for any building. Staff met with PW team to discuss. COA cleared. Reimbursement agreement for Lennar approved. Amended and Restated Development Agreement approved by City Council April 7, 2026. Waiting on Grace Ave. encroachments. Completing reimbursement agreement review process for Lennar.

Planning Division			
#	**Name**	**Description**	**Status**
2 D4	Carson Triangle Kott property at Avalon and 213th St.	21140 S. Avalon Blvd. Existing: automobile dealerships and vehicle storage. Proposed: 315-unit residential project including 283 townhomes and 32 very low-income affordable rental units on 14 acres. No proposal has been received on the remaining parcels	Affordable housing covenant executed. Faring to develop affordable parcel Under Construction - Estimated completion 20 months. Demolition complete Building permits stamped ok to plan check only on April 6. Outstanding COAs Final Map in Progress – recordation pending provision of adequate recreation amenities, drainage easement declaration, and other COAs.
3 D1	The District Specific Plan Amendment Carson Goose Owner LLC Cells 3, 4 and 5.	Existing: Former landfill. Proposed: Cells 3, 4 and 5 will contain 1,567,090 square feet of light industrial development including 75,000 square feet of office space and approximately 12 acres of publicly accessible but privately owned and maintained open space community amenity areas and 10,000 square feet of commercial/retail uses, 12,600 square feet of restaurants	In Plan Check (Specific Plan Planning Areas 3) Lenardo Street improvements – second plan check for rough grading approved, structural footings, traffic signal location adjustments review in progress, and Del Amo median improvements in plan check with public works – planning approved. August 11, 2026, PC held public hearing and recommended approval of Specific Plan Amendment, Amended and Restated DA, and related applications Item is scheduled for CC 9/1/26
4 D2	Kim Family Trust	21240-21250 Main St. Existing: Vacant lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings with at grade parking	Under Construction
5 D2	Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: Ten (10) attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway	Closed due to inactivity.
6 D1	Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash	Approved by Planning Commission

Planning Division			
#	**Name**	**Description**	**Status**
7 D3	21611 Perry Street LLC	21611 S. Perry St. Existing: Vacant lot. Proposed: Self storage facility comprised of approximately 120,000 SF in a mix of one and two-story buildings and a 5,000 SF retail component. New application submitted requesting 62 residential condominium units	Approved. Residential application for 62 units was approved by Planning Commission and City Council. DA fully executed on 9/15/25. Agreement to Conditions executed on 9/15/25. Site is subject to a CLRRA agreement. Site is subject to a CLRRA agreement. Deposit replenishment on 7/21/25. Faring is transferring property to Lennar May 2026 (pending). Lennar will coordinate cleanup with DTSC through CLRRA process. Cleanup has not started. Construction schedule pending approval of Remediation Action Plan by DTSC. Lennar must assume DA and establish reimbursement agreement.
8 D2	Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (formerly KL Fenix). Proposed: Three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls	Approved. Pending plan check submittal
9 D3	Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: One 58,937 SF industrial building with 73 parking spaces and 12 dock doors. Development Agreement requesting increase in FAR from 0.4 to 0.5	Under construction Planning Commission approved on 11/25/25.
10 D4	Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties	Complete
11 D4	LiT 9th St. 223rd Carson LP	2104 E. 223rd St. Existing: Former Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors	Construction complete.
12 D3	BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors	Complete

Planning Division			
#	**Name**	**Description**	**Status**
13 D3	California Water Service Group	21718 S. Alameda St. California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet	In Plan Check
14 D4	Avocet Battery	23320 Alameda. Existing: Aggregate recycling center. Proposed: A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Conditions under review. AMMR approved. CAO confirmed License Agreement is not needed since applicant has an agreement with railroad for encroachment purposes. All required fees paid. In Plan check for landscape, grading, demolition, and walls. Demolition plans approved.
15 D1	Ormat for VESI	18800 Broadway. Existing: Industrial/topsoil supplier operation. Proposed: A 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Approved. In Plan Check. Item scheduled for 3/10/26 PC public hearing meeting and PC approved denial in 5-2 vote. An appeal to be heard by the CC was submitted on 3/23/26. Under review. Appeal heard on 5/5/26. Approval resolution with DA additional community benefits/point of sale & 1st reading of DA approval ordinance occurred on 5/20/26. 5/20/26 CC in 3-2 vote restored DA to original with CC community benefits and applicant's defined point of sale. On 6/3/26, the 2nd reading ordinance was adopted. Grading plans in plan check
16 D2	Chris Barker	605 W. 228th St. Proposed closure of existing Ocean Villa mobile home park	PAR considered withdrawn (inactive)
17 D1	Carson TH	18101 Avalon Blvd. Existing: Religious institution. Proposed: A 30-unit condominium development	Project closed April 4, 2026, due to inactivity
18 D2	Maupin Development	215 W. Carson Street. Existing: 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6	Approved. Applicant working with Engineering to schedule Final Map to CC. Landscape in plan check

Planning Division			
#	**Name**	**Description**	**Status**
		units/2 bedrooms with common and private open space	1st Request for Extension of time submitted for a one-year extension of entitlement applications
19 D1	Anastasi	336 E. Carson Street. Existing: 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space	Approved. Applicant working with Engineering to schedule Final Map to CC. Obtained approval for a one-year extension of time application.
20 D4	Infinity CF, LLC	23820 Avalon Blvd. Existing: Former Scottsdale Discount Center building. Proposed: Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other	Construction complete.
21 D2	DOR 1959-24, TTM 1000008-24	21135 ½ Bolsa Ave., Eight (individual) single-family residences (SFR)	Concurrence letter signed. On 12/9/25 Planning Commission continued the matter. Community meeting held 6:30PM on March 4, 2026, at Carson Park Activity Room. Follow-up Community Meeting required. Applicant preparing redesign in response to community concerns.
22 D2	Vinfast	2009 East 223rd St. Vinfast electric car showroom, service center, and car storage for delivery to customers	Site vacated (business decision). Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025. 07/29/25 staff conducted a site visit, confirmed unoccupied, and noted the property is for sale.
23 D2	SyWest	20100 Figueroa St. (placeholder address 20151 Main St.) Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The preparation of the Specific Plan and technical studies for the DEIR are underway.
24 D4	Carson Hospitality Group Inc.	888 E. Dominguez St. Existing: Vacant restaurant. Proposed: Marriot TownePlace Suites Hotel and new bar/lounge, (111 key) and Tentative Parcel Map (TPM) to split one lot into two so that the new hotel	Hotel development project withdrawn/closed out. Plan Check for the new hotel expired. Applicant allowed entitlement to expire. Related Tentative Parcel Map (TPM) approved. Applicant moving forward with TPM.
25 D4	Target	20700 Avalon Blvd. Drive-up spaces	Under Construction/Awaiting Final Inspection
26 D4	Air Products	23300 Alameda St. Hydrogen Pipeline	Approved

Planning Division			
#	**Name**	**Description**	**Status**
27 D2	Birch Specific Plan	21809-21811 S. Figueroa St. Existing: Residential structures. Proposed: 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change.
28 D1	Argo Warehouse	439 W. Gardena Blvd. Existing: Vacant lot. Proposed: New 3,754 SF warehouse	Under Construction
29 D4	Mobile Mini	22632 S. Alameda St. Construction of a cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site	Complete
30 D4	Air Products	23000 Alameda St. Existing: Industrial gas supplier. Proposed: Construct a new 2,626 SF modular bldg. with parking lot at the existing facility	Approved. In Plan Check
31 D4	Live Wire EV dealership	20507 Belshaw Ave. EV Motorcycle Dealership (Live Wire)	Approved. Operating
32 D4	Petroleum Tanks	2365 E. Sepulveda Blvd. Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks	Under Construction
33 D4	AT&T Monopine Foisia Park	23410 Catskill Ave. Wireless Communication antenna	On Hold
34 D4	Hyundai Dealership	2201 E. 223rd St. Existing: Car dealership. Proposed: New Service Building	Under Construction
35 D2	Grace Orthodox Presbyterian Church	22511 Figueroa, A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Approved
36 D1	South Bay Fleet Specialist	17126 S. Broadway St. Conditional Use Permit to operate an auto body and paint shop including a paint spray booth located inside the existing building.	Approved. Monitoring completion of conditions of approval
37 D1	ASPCA Animal Clinic	16300 Figueroa St. Existing: Vacant occupancy. Proposed: Animal Clinic development on an industrial site	Under Construction
38 D1	PowerPlay Pickleball	19401 S. Main St. Existing: Industrial building. Proposed: Redevelop site with a pickleball facility. This is a three-phased project. Interior tenant improvement: Indoor court and commercial areas (Phase 1), clubhouse (Phase 2) and outdoor courts (Phases 3). Commercial (10,264 SF) and court area (30,663 SF) <u>Phase 1:</u> Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion	Closed. Business was closed by business owner. Phase 1: Ten (10) Indoor Courts Status: Built Commercial (10,264 SF) consists of office, retail, employee areas, podcast studio, athlete recovery rooms, and seating area for juice bar portion Status: Under Construction A temporary certificate of occupancy (TCO) was issued while awaiting completion of the second-floor space.

Planning Division			
#	**Name**	**Description**	**Status**
		Status: Under construction <u>Phase 2:</u> 6,878 SF Clubhouse includes a restaurant Status: Approved <u>Phase 3:</u> Twenty-one (21) Outdoor Courts Status: Under Review	Phase 2: 6,878 SF Clubhouse includes a restaurant has been approved by Planning for obtaining permits. Phase 3: Withdrawn. Applicant is not in business anymore.
39 D1	16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88-acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation, the new building footprint will be reduced to approx.138,616 SF. The project also includes a lot line adjustment of the parcels	Approved
40 D1	KB Home	427 E. 220th St. Willow (formerly Cambria Ct.) Existing: Residential structures. Proposed: 35-unit condominiums designed as 2-story detached homes	Construction complete.
41 D2	22511 Figueroa St.	Specific Plan, DOR, Zone Change for 28-unit residential apartment development on a .69-acre lot	Under Review
42 D4	Carson Companies	1281 E. University Dr. at the northwest corner of University Dr. and Central Ave. Existing: Vacant site. Proposal: 5-acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club	Under Review
43 D4	Shippers	1150 E. Sepulveda Blvd. Existing: 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone. Proposed: Request approval for a conditional use permit for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces	Under Review, pending resubmittal. Site vacated per settlement agreement.
44 D1	Dutch Bros.	20377 Avalon Blvd. Existing: Former Pizza Hut. Proposed: 950 SF coffee business with drive-through.	Under construction
45 D2	Cal-Water	410 W Carson St. Updating and adding new equipment at an existing Cal Water facility	Formal submittal is pending
46 D2	iONNA Electric Vehicle Charging Station	22309 Main St. Existing: Vacant former gas station Proposed: Redevelop site with vehicle charging station and reuse existing building as a convenience store	Under review Application submitted 7/31/26
47 D1	Carson Plaza Façade Improvement	615 E University Dr. Existing: Multi-tenant commercial center Proposed: Commercial façade improvement of an existing retail plaza	Approved. Under Construction

Planning Division			
#	**Name**	**Description**	**Status**
48 D1	Woojin Is. America Inc.	130 W. Victoria St. Existing: Industrial site. Admin DOR, tenant improvement (TI). Proposed: Refurbishing facility that provides transit vehicle assembly for Metro trains at an existing industrial building site	Approved. Under Construction
49 D1	Haro Property	20715 Avalon Blvd. Existing: Multi-tenant office building with retail and restaurant; Proposed: Hawaiian BBQ restaurant with drive through	On Hold (Interim Urgency Ordinance Moratorium Drive-through Restaurants)
50 D1	Rain for Rent	400 & 436 W. Walnut St. Existing: A warehouse & office building. Proposed: Demolish the warehouse and develop equipment rental yard (400) and retain the office (436) building with site and landscape improvements throughout both parcels (new landscaping, pavement, construction of an 8-foot-tall perimeter wall, add a new driveway, interior tenant improvements to support the operation of the equipment rental company)	Withdrawn
51 D1	404 E. Carson St.	404 E. Carson St. Existing: Samoan Federation Building, Proposed: Three-story, podium style mixed-use residential & commercial development (rental). Three 2-bed/2-bath townhouse units, two 1-bed/1-bath flats, and four studio units totaling 9 units built over ground floor level 752 SF commercial retail space and parking area on a 9,772 SF (0.22 AC) lot	Under Review, pending resubmittal
52 D2	316 W. 214th St	316 W. 214th St., Existing: Single-family residence Proposed: 4 rental units	Under Review
53 D1	SUR Auto Body	510 E. Alondra Blvd. Existing: Multi-tenant Warehouse 16,840 SF Proposed: Building 2 (approx. 7,200 SF), change use from warehouse to an auto body repair business located on a 0.90 AC lot	Under Review
54 D3	Crown Castle	21350 Alameda St. Existing: Wireless communications facility (cell tower) Proposed: Major modification to conditions request for extended expiration date	Approved
55 D3	Porsche Engineering U.S.	1154 Annalee Ln. Existing: Warehouse Proposed: Porsche Lithium Battery Evaluation Facility	Approved. Fire determined the amount (one to two EV batteries per month) is not considered to be hazardous material, so no CUP is required.
56 D4	A Better Tomorrow	20630 Leapwood Ave., Unit F Existing: Multi-tenant Industrial Condo center. Proposed: Social Services Office replacing former office use	Complete
57 D1	KL Fenix	19204 Figueroa, Existing: Warehouse. Proposed: New 83,770 SF warehouse/office building with 6 dock doors replacing existing structures	Under Review, pending resubmittal

Planning Division			
#	**Name**	**Description**	**Status**
58 D1	J&J Carson, LLC	100 Carson Mall, Existing: 1 parcel. Proposed: Subdivide 1 parcel into 3 parcels	Approved
59 D1	ECM Management	18001 Main St. Proposed: New 60558 SF speculative warehouse building	Complete
60 D2	Maupin Development	438 W. Carson St. Existing: Credit Union Bank; Proposed: Acquire a portion of the property to build a 51-unit condo development with related site improvements. The bank remains as located.	Approved. Next step: applicant work with Transtech Engineering and Engineering Services and for Final Map
61 D1	Manilla Sunrise Restaurant	21828 Main St. Existing: Restaurant Proposed: Kitchen addition	Under Review, pending resubmittal
62 D4	Hyundai / Chevrolet Dealership Lot Split	2201 E. 223rd St. Proposed: Lot split. Division of a single lot containing two existing new car dealerships, Carson Hyundai and Carson Chevrolet.	Approved
63 D1	125 W. 219th Pl. Lot Split	125 W. 219th Pl. Proposed: Lot Split of a single parcel between two single family residences	Approved. Next step: applicant work with Transtech Engineering and Engineering Services for Final Map
64 D1	Carson Plaza Sign Program Modification	603 E. University Dr. Proposed: Sign Program Modification	Approved
65 D1	Auto Collision/Repair	16200 Main Street. Existing Light Industrial Building, Proposed: Change use from warehouse/manufacturing to auto collision/repair	Approved
66 D1	Rexford Warehouse Pre-application Review	1065 E. Walnut St., Existing: 143,640 SF warehouse; Proposed: Demolish the existing warehouse and construct a new 135,760 SF industrial building (127,760 SF warehouse space and 8,000 SF ground floor/mezzanine office space) with associated loading, parking, and landscaping areas.	Complete
67 D1	2 Luv One Another	520 E Carson Plaza Ct Unit 104 Existing Multi-tenant Office Building. Proposed: social service center to replace a former medical office	Complete
68 D3	1443 E. Carson St	1443 E. Carson St. Proposed: Demo an existing house and construct a 13-unit multifamily apartment and associated Tentative Parcel Map (TPM)	Due to inactivity, application is pending closure by staff.
69 D2	20920 Jamison Ave.	20920 Jamison Ave. Existing: Single-family residence Proposed: Build two new single-family residences	Approved, in plan check
70 D3	Papadakis Engineering	20909 S Brant Ave. Existing: Papadakis Racing + Engineering Division provides prototype Fuel Cell System (testing); Proposed: CUP for storage of Bottled Hydrogen on site for intermittent testing process of new prototype Fuel Cell System (RSOC)	Withdrawn
71 D3	Preapplication Review (PAR)	2320 E. Dominguez St. Existing: Proposed: "Dockzilla" Relocate and install new dock high	Completed

Planning Division			
#	**Name**	**Description**	**Status**
		modular building (33,600 SF) including new foundations, building slab, & necessary electrical, mechanical, and plumbing	
72 D2	Target (South Carson)	651 W. Sepulveda Blvd. Existing: Target Proposed: Façade improvement and remodel signage	Approved
73 D2	United Oil Convenience Store Remodel	22235 Figueroa St. Updated Façade, Interior renovation, and exterior repairs/maintenance	Approved, awaiting plan check submittal
74 D3	Promise Energy BESS	2011 E Carson St. Installation of new 368.64-Kilowatt BESS system and related new inverters to be integrated with an existing photovoltaic (solar) system	Under Review, pending resubmittal
75 D3	Lamberton Truck Yard	20915 Lamberton Avenue. Existing: Vacant Proposed: vehicle dismantling facility	Under Review
76 D3	CenterPoint	2850 E. Del Amo Blvd. Existing: 264,000-square-foot warehouse building Proposed: Redevelop 19.18 acre with a new 154,351-square-foot concrete tilt-up building, truck yard, container/trailer storage, and related site improvements.	Under Review, pending resubmittal
77 D4	Phillips 66	1520 E. Sepulveda Blvd. Existing: Phillips 66 refinery Proposed: Diamond Gateway Project. Demolition, remediations, and redevelop 223-acre site with six (6) new tilt-up industrial buildings with ancillary office uses. Three of the proposed industrial buildings would include cross-docks. Specific Plan and EIR required.	Under Review. Staff comment letter sent to applicant, CAO, and City environmental consultants. Draft Specific Plan pending resubmittal NOP is in progress. Scoping meeting held Wed., April 29, 2026. NOP initial public comment period April 13-May 12 was extended another 30 days ending on June 12, 2026. Responses to comment letters are being completed. High level list of agencies that submitted comments: DTSC, Water Board, SCAQMD, Caltrans, Port of LB, LA County Sheriff, UP RR, LAUSD
78 D1	Avalon West	21243 Avalon Blvd. and 640 E. 213th St. Proposed: 157-unit condominium project (17 deed-restricted very low income HH units, and 140 market-rate units)	Under Review, pending traffic scoping memo submittal and TPM resubmittal
79 D1	North Carson Residences	1760, 1762, 1800 E. Glenn Curtiss St., 18701 Wilmington Ave., and 1815 University Dr. Existing: Business Park facilities Proposed: 396-unit multiple-family development (356 market-rate townhomes and 40 affordable housing rental units)	Under Review

Planning Division			
#	**Name**	**Description**	**Status**
80 D3	Dominguez Pizza	2653 E. Carson St. Construct a new two-story, 4,445 SF mixed-use building containing a restaurant at ground level and three rental units above. Also requesting reduction in required parking spaces.	Under Review, pending resubmittal
81 D2	Preapplication Review (PAR) KB Homes	23529 Figueroa St. PAR proposal to demolish a storage facility and redevelop site with a new gated 82-unit condominium designed as townhomes.	Review completed and response letter provided.
82 D1	18700 Broadway	18700 Broadway. Transloading company proposing to demolish the existing building, have outdoor storage, and related parking improvements.	Under Review
83 D1	18121 Broadway	Renovation of 4-unit warehouse building and parking lot	Under Review
84 D1	Tower Mobility LLC	19204 Figueroa, Existing: Warehouse. Proposed: privately-owned EV fleet dispatch hub operation	Under Review, pending resubmittal
85 D1	Carson Court Apartments by AMG Land	520 E. Carson Plaza Ct., Existing: Multi-tenant office building. Proposed: 5-story podium style building over grade-level parking, Residential Density Bonus and 100% affordable housing project: multi-family residential rental containing 123 units including the manager's unit	Under Review, pending resubmittal Entitlement application initiated
86 D2	Slick City	21010 Figueroa St. Existing: warehouse Proposed: Interior improvement converting an existing warehouse to a family entertainment facility	Under Review
87 D3	Carson Plaza (East) (Rosario's)	1329-1347 E. Carson St. Commercial Façade Improvement	Pending Under Review, Admin-DOR submitted as placeholder while development plans are being completed
88	Union South Bay Awning	Proposed 12.58-foot-wide awning located at tenant space B4 doorway.	Under Review, application incomplete pending applicant response to requested information Admin. DOR
89 D4	Carson Civic Center Specific Plan	Propose a Specific Plan for the Carson Civic Center campus redevelopment	1/6/26 City Council approved, RFQ/P underway, submitted proposals under review
90 D3	Preapplication Review (PAR) Nathan Battle	21111 Wilmington Ave. Pre-application review. (Conceptual) Proposing construct a 52,500 SF warehouse containing 5,000 SF front office area including mezzanine, eight (8) loading doors and one drive-in door.	Complete
91 D4	Preapplication Review (PAR) Pacific Industrial	2403 E 223rd St. Pre-application review. Existing: Vacant. (Conceptual) Proposing to redevelop an approximately 4.2-acre site with a private, fleet-oriented electric vehicle charging facility	Complete
92 D2	Preapplication Review (PAR)	21024 Main Street. Pre-application review. Existing: Small structure identified as an existing pumping plant and generator. (Conceptual) Proposing new LA	Complete

Planning Division			
#	**Name**	**Description**	**Status**
	LA County Sanitation	County Sanitation pumping plant, small building above ground, and major underground work.	
93	City of Carson	Proposed Ordinance to satisfy HCD requirements to Certify the City's Housing Element	Approved at the May 13th Planning Commission and the June 3rd City Council meeting. 2nd Reading approved on June 17, 2025. June 18, 2025, the signed Ordinance was provided to HCD. On June 25, 2025, received HCD HE certification letter.
94	City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines	HCD approved. City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). Staff worked with HCD to make necessary revisions to the City's zoning code and obtained the City's Housing Element certification. The implementation of the General Plan and the Housing Element are ongoing
95	City of Carson	Phase 1 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 1 excludes the non-residential portions of the code which will be prepared and presented later as Phase 2	Approved by Planning Commission and City Council
96	City of Carson	Phase 2 Comprehensive Zoning Code Update to implement the General Plan. NOTE: Phase 2 includes non-residential portions of the code	In Progress
97	City of Carson	Refining the Zoning Code - Amend Noise Ordinance and Noise Element for consistency purposes	On February 17, 2026, Approved by the City Council. Planning Commission recommended approval to City Council.
98	City of Carson	Focused sign ordinance amendment proposing to update and clarify on-site, business signage-related code sections.	Under Review. On June 24, 2025, the Planning Commission continued the item.
99	City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	Approved. On March 25, 2025, approved by the Planning Commission; and approved by the Council on April 1, 2025. On June 17, 2025, the related GPA was continued by the Council to September 2, 2025. Approved by Council on September 2, 2025.

Planning Division			
#	**Name**	**Description**	**Status**
100	City of Carson	Urgency Moratorium Carwash	In Progress. City Council approved extension. Tentatively scheduled for 9/22/26 PC public hearing
101	City of Carson	Urgency Moratorium Drive-through Restaurants	In Progress. City Council approved 45-day moratorium. CC Approved Urgency Ord. No. 26-2604U extension request on 3/3/26 scheduled for 9/22/26 PC public hearing
102	City of Carson	Artificial Turf Ordinance for all residential uses only	In Progress, scheduled for 9/22/26 PC public hearing
103	City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes (Subdivision Ordinance)	Presented to the Planning Commission (PC) 2/25/25, PC approved recommendation for City Council adoption, Continued by City Council. On June 17, 2025, Ordinance Second Reading approved by City Council
104	City of Carson	Zone Text Amendment to consider approving various amendments to the text of the City's Zoning Ordinance related to the Community Development Director approval authority and requirements and City Council review procedures	June 10, 2025, Planning Commission recommended approval; Ordinances presented to the City Council on July 1, 2025. Second Reading approved by City Council
105	City of Carson	Consider approval of Resolution regarding authority for certain Density Bonus applications to the City's Community Development Director with the concurrence of the City Manager	June 10, 2025, Planning Commission approved Resolution No. 2889 and ratified adoption and execution of the PC Resolution with the corrected title as a Consent item on June 24, 2025.
106	City of Carson	Prohibition of storage of hazardous materials	Completed. Matter including new buildings in industrial zone over 5,000 square feet requiring a CUP held at April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff notified over 2,000 business that are potentially affected by the ordinance and would require submittal of an application for Director's Permit. Staff received applications from businesses. Next step is to issue an RFP to hire an inspection consultant. RFP prep complete, staff working with City Attorney's office
107	City of Carson	Short Term Rentals	A subcommittee meeting was held, and Subcommittee provided direction to

Planning Division			
#	**Name**	**Description**	**Status**
			staff. Public Safety lead. City Attorney's office will be drafting the ordinance.

COMMUNITY & ECONOMIC DEVELOPMENT
PROJECT STATUS REPORT
September 1, 2026

CITY COUNCIL

Real Property Services Division

Effective July 1, 2026, the former Special Projects Division within the Community & Economic Development Department and the Housing Division within the City Manager's Office were consolidated into the newly established Real Property Services Division under the Community & Economic Development Department.

The Real Property Services Division advances City priorities through housing implementation, redevelopment initiatives, public-private partnerships, grant-funded projects, and innovative financing tools that support Carson's long-term economic, environmental, and community development goals. Below is the status of report for the Division's projects.

Real Property & Development (Publicly Owned Properties)			
#	**Subject**	**Description**	**Status**
1 D2	20280 S. Main Street (Main & Torrance)	Ongoing pre-development activities to facilitate future affordable housing development.	Environmental due diligence is underway to evaluate feasibility of future affordable housing development; Phase 2 Environmental Assessments are in progress with sampling taken at the end of June 2026.
2 D2	526 W. Carson & 21704 S. Figueroa (Carson & Figueroa)	Ongoing pre-development activities to facilitate future affordable housing development.	Environmental Site Assessment work underway to determine viability of future affordable housing development; Workplan submitted 06/04 and approved 07/20.
3 D4	24205 S. Avalon (Former Domenick's Pizza)	Acquired property for affordable housing for Veterans.	The property has been secured and boarded to deter unauthorized access and encampments, and the locks have been replaced. Due to the age of the building, lead-based paint and asbestos inspections are required before demolition can proceed. Bid requests for the necessary environmental services, including the asbestos inspection, have been issued.
4 D4	Cell Tower Foisia Park Lease	Existing cell tower lease on park property.	Staff periodically review proposals from telecommunications providers related to lease extensions, easements, and potential new tower installations.
5 D3	Friendship Mini Park Site Expansion	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD)	The City and Marathon met on 7/23 to discuss to purchase the former BP Arco site for expansion for Friendship Mini Park. On 8/17, Marathon stated that it no longer wishes to sell the site to the City.
6 D2	Reflection's Mini Park	Passive mini-park consisting of 19,000 sq. ft. adjacent to a proposed residential project at 21135 (1/2) Bolsa Avenue.	As the first step in the disposition process, the City declared the property exempt surplus on July 21.
Brownfield/ Environmental Site Assessment & Remediation (Privately Owned Properties, Grant Funded)			

#	Subject	Description	Status
1 D2	Sywest Development – 20151 S. Main Street	Site assessment to determine lateral extent of former landfill for redevelopment purposes.	Council previously approved a License Agreement for access to LADWP property. Revised boring locations were approved due to conflicts with existing pipelines, with field work rescheduled for August 12-13 and completed.
2 D1	Alma Backyard Farms – 17505 S. Main Street	Proposed urban farm by community-based non-profit group providing fresh produce, educational programs, workforce training, and healthy food access.	With City support for site selection and environmental due diligence, Alma Backyard Farms acquired a Carson site for a new urban farm. Site design is underway and includes a learning lab, teaching kitchen, raised beds, farm stands, and community spaces. The applicant has been referred to Planning Division for formal review.
3 D1	Victoria Park Plaza (Chinollo's Plaza) – 18409 S. Avalon	Dry Cleaner property created groundwater contamination. City assessing extent of contamination.	Sampling and Analysis Plan submitted to EPA for review. Once approved, monitoring well development to commence.
4 D2	Former Burgeno Drums Property – 229 W. Francisco Street	City assisting with environmental assessment and marketing of long-vacant "Burgeno Drums" parcel to attract prospective buyers.	Phase I Environmental Assessment finalized. Phase II recommended and to begin in the upcoming weeks.
5 D1	404 E. Carson	The site contains a vacant community-serving building and is planned for mixed-use redevelopment with housing and commercial space.	A Phase I Environmental Assessment was completed using EPA grant funds for the property owner, and the site was determined to be suitable for redevelopment.
Commercial Façade Improvement Program (City funded, Owner Match) – Intradepartmental: Real Property (funding & administration), Planning (expedited entitlement review), Economic Development (referrals & admin. support)			
#	**Subject**	**Description**	**Status**
1 D1	Victoria Park Plaza	Prospective Façade Loan Applicant & Round 1 Grant Applicant	Staff is coordinating with the property owner and contractor to begin construction for CJ Wing's Round 1 Façade Improvement Program grant. Construction is anticipated to start in late August. Staff is awaiting the remaining documentation to process the loan for the plaza-wide remodel.
2 D4	Walmart Plaza	Prospective Façade Loan Applicant	Multiple outreach attempts to the property owner regarding façade loan program participation have received no response.
3 D1	302 E. Carson street	Awarded Round 1 Grant Applicant	Funding agreement fully executed; planning approval and building permits obtained. Requested submission of DAS-140 forms prior to commencement of onsite work to ensure compliance with applicable apprenticeship requirements.

4 D3	East Carson Plaza 1329 to 1347 E. Carson Street	Awarded Round 2 Grant Applicant	Funding Agreement fully executed. The City's architect is drafting of architectural plans, the Admin-DOR application will be submitted after.
5 D1	219th and Avalon	Awarded Round 2 Grant Applicant	The applicant is currently out of the country. Upon return, staff will work with owner to continue moving the project forward.
6 D2	Ding Tea, 114 W. Carson Street	Awarded Round 2 Grant Applicant	Awarded applicants are replacing storefront doors. Staff is obtaining required insurance.
7 D3	East Carson Corridor	Awarded Grant Applicants (No-match required)	Staff have received signed funding agreements from six of the thirteen properties with many more scheduled for signature in the coming weeks. There are 13 properties in this corridor eligible for funding. Once agreements are fully executed and all insurance is received, the contractor can commence construction.
8 D4	Ralphs Plaza	Potential Applicant	Staff met with a potential applicant on June 17 to review program requirements. The applicant is developing a project scope for inclusion with the application submittal.
Strategic Initiatives, Project Funding & Infrastructure Financing			
#	**Subject**	**Description**	**Status**
1	City of Carson - Comprehensive CD Fee Study	Study to analyze various development-based fees including: (1) Development Impact Fees; (2) Community Benefits (3) Inclusionary Housing, In-Lieu Fees, Commercial & Industrial Linkage Fees, and (4) Community Facilities Districts or other Alternative Funding Mechanisms.	Consulting team have completed draft analysis of each proposed fee programs. The draft has been circulated to departmental staff for internal review, including Planning Division staff. A meeting to discuss with stakeholders including BIA and developers is being scheduled for August 31st at 3PM via Microsoft teams.
2	Transformative Climate Communities (TCC)	Grant initiative funded by the Strategic Growth Council to support climate-resilient, community-driven projects that bring environmental, economic, and public health benefits to disadvantaged communities, with a core goal of reducing GHG emissions.	Currently in the grant application phase. A pre-proposal has been submitted, and the final application is due September 30. The application and project list are currently being developed in collaboration with various co-applicants and partners. This effort is/will be presented to Planning Commission, Brownfield Advisory Committee, and the Economic Development Commission.
3	Regional Waterboard Petroleum Underground Storage Tank Grant Program	Orphan Site Cleanup Fund grant application for Housing Authority parcels at 526 W. Carson & 21704 S. Figueroa.	The City will soon apply for additional funding cleanup funds for the Housing Authority parcels. A draft application is completed.

4	State Water Board Site Cleanup Subaccount Program (SCAP)	Grant program for environmental assessment and cleanup of contaminated properties.	The City assisted the owner of Victoria Park Plaza with a grant application to secure funding for environmental cleanup related to historic dry-cleaner contamination on the site.
5	EPA Community Wide Assessment (CWA)	Provides funding to assess multiple properties across the city to better understand environmental conditions and support redevelopment efforts.	Awarded in 2024, the grant currently funds environmental assessments for 7 sites. Assessments for 2 of these sites are complete and the properties are ready for reuse.
6	EPA Revolving Loan Fund	Provides low-interest loans and subgrants for environmental cleanups and infrastructure.	Awarded in 2025. A consultant has been procured to provide grant management and technical support services.
7	EPA Brownfield Job Training Grant (BFJT)	Expands local workforce opportunities by providing training for residents pursuing environmental careers. Training is conducted in partnership with the South Bay Workforce Investment Board.	Awarded in 2026 – the SBWIB subaward agreement has been approved by Council on 7/21.
8	DTSC Equitable Community Revitalization Grant (ECRG) – Site Specific Investigations	The ECRG site-specific grant focuses on individual properties with known or suspected environmental issues, providing funding to investigate and determine cleanup needs.	Awarded for the Sywest site in Rounds 1 and 2, with an additional award in Round 2 for the Carson & Figueroa site. Phase 2 environmental assessments are currently ongoing for these properties. City Council item scheduled on September 1 budget to accept and appropriate an additional $375,000 in DTSC Equitable Community Revitalization Grant (ECRG) funds for continued environmental site investigation at the Housing Authority parcels at 526 W. Carson St. & 21704 S. Figueroa
9	DTSC Equitable Community Revitalization Grant (ECRG) – Community Wide Assessments (CWA)	The ECRG CWA grant supports a broader, citywide approach, funding assessments across multiple sites and enabling community engagement and outreach efforts related to brownfield redevelopment such as the Story Map and Fellowship development.	Awarded for 5 sites in Round 2 with environmental assessments underway.
10	DTSC Community Wide Assessment Grant (CWAG)	A US EPA funded grant award to DTSC to conduct environmental assessments for sites throughout the state.	On 4/20, staff submitted four Carson sites for funding consideration under the DTSC Community-Wide Assessment Grant. On 8/5, DTSC awarded two sites (Sywest) and (Alma Backyard) for funding; Details forthcoming.

11	Brownfield Fellowship	The City of Carson launched its first Brownfield Fellowship Program in collaboration with CSUDH's Office of Sustainability to give students exposure to environmental remediation and land-reuse concepts through expert-led lectures. Funded by DTSC ECRG community wide assessment grant.	Fellows created a "Perfect Pitch" for a potential brownfield redevelopment project in Carson, outlining site history, cleanup needs, reuse concepts, funding options, community engagement, and an implementation timeline. They presented their proposals at CSUDH's Earth Day event, where the top three were selected.
12	Brownfield Story Map & Video	Funded by the DTSC ECRG CWA grant, this project will produce a public-facing story map highlighting the City's brownfield program, its grant initiatives, and redevelopment success stories. The story map and accompanying video are being developed in collaboration with CSUDH.	The project is in its final design phase and is expected to be completed in August 2026, with publication on the City's brownfield website shortly thereafter.
13	Grow America - Grow Carson Fund / Brownfield RLF	Under Grow America, this program provides access to capital for eligible businesses while Grow America administers all underwriting, loan servicing, and program management. Grow America also provides technical assistance to the US EPA for the Brownfield Revolving Loan Fund.	Staff is working with Grow America to explore reestablishing the Grow Carson Fund, a small business loan program that leverages City funding to expand access to financing for Carson businesses. This effort will be coordinated between the Real Property Services and Economic Development Divisions. Staff is also engaging Grow America regarding potential opportunities related to the City's Brownfield Revolving Loan Fund, leveraging Grow America's role as a technical advisor to the U.S. EPA.
14	SCIP / BOLD Programs	These financing programs provide developers with access to tax-exempt bond financing to fund eligible public infrastructure and development impact fees through Community Facilities Districts without reducing or waiving City fees.	Staff is coordinating with developers to evaluate potential participation in the SCIP/BOLD financing programs, which would allow eligible development impact fees to be financed through annexation into a Community Facilities District.
15	Opportunity Zone 2.0 Evaluation	A proposed federal economic development initiative that would expand and update the Opportunity Zone program to encourage private investment and job creation in designated low-income communities through targeted tax incentives.	Real Property Services evaluated the eligibility of Carson's census tracts for Opportunity Zone designation and determined that none of the City's census tracts are eligible.

16	FY 26-27 CIP & DIF Reallocation	Amends the FY 2026–27 budget to reallocate $4.0M in General Fund appropriations among CIP projects (Traffic Signal Upgrades, Bike Lane/Median Mods, new CD special projects account), and appropriates $8.699M from the DIF Fund (289) balance to backfill Mills Park projects and fund related CIP needs (Carriage Crest Park, Community Center Courtyard/Parking Lot	Staff report and resolution scheduled for Council adoption at the September 15, 2026 meeting (Consent). No net General Fund impact.
Oil & Gas (Good Neighbor Provision & Pipeline Franchise)			
#	**Subject**	**Description**	**Status**
1	Cooper & Brain Carson	Audit of facilities complete on October 27, 2025.	Annual Audit of Oil and Gas Operations. Draft facility audit reports have been completed. Final reports will be presented to the City Council at a future meeting.
2	Bridgeland Bishop Lease Dominguez Facility	Audit of facilities complete on March 26, 2026.	
3	E&B Natural Resources	Audit of facilities complete on October 27, 2025.	
4	Bridge Point Carson	Audit of facilities complete on October 27, 2025.	
5	Brea Canon	All oil wells have been abandoned. No additional audits will be conducted for this site.	N/A
6	Pipeline Franchise Ordinance	Update to pipeline franchise ordinance to modernize provisions and update fees and rates.	Ordinance was adopted on February 17. Administration duties remain in Finance / Public Works.
Mobile Home Rent Control (Park owner request for rent increase)			
#	**Subject**	**Description**	**Status**
1	Carson Harbor Village	Fair Return Rent Application	In Progress. Mobilehome Rental Review Board (MRRB) meeting scheduled for July 29 to consider update. Meeting postponed due to lack of quorum. To be continued to a date TBD.
2	Park Avalon	CPI Rent Increase Application	Owner submitted 1/6/2026. Approved 3/26.
3	Carson Gardens	CPI Rent Increase Application	Owner submitted 1/29/2026. Approved 2/23.
4	Laco	CPI Rent Increase Application	Owner submitted 1/29/2026. Approved 2/23.
5	Colony Cove	CPI Rent Increase Application	Owner submitted 4/6/2026. Approved 4/14.
6	Shangri Lodge	CPI Rent Increase Application	Owner submitted 4/16/2026. Approved 4/16.
7	Rancho Dominguez	CPI Rent Increase Application	Owner submitted 4/20/2026. Approved 4/21.
8	Flamingo Gardens	CPI Rent Increase Application	Owner submitted 4/29/2026. Approved 4/30.
9	Ocean Villa	CPI Rent Increase Application	Owner submitted 7/13. Approved 7/13.
10	Park Villa MHE	CPI Rent Increase Application	Owner submitted 08/13. In review.
Former Housing Division			
#	**Subject**	**Description**	**Status**

1	Organizational Change	Housing Division Transition to Real Property Services	Community & Economic Development Department and City Manager's Office have been coordinating a successful transition for Housing Division back to Department under Real Property Services Division effective July 1
2	Section 8	The City has contracted with Avant-Garde to develop a feasibility study to determine whether the City of Carson is eligible to administer the Housing Choice Voucher Program.	On June 23, 2026, a follow-up letter from Mayor Davis-Holmes was sent to Acting Director Alison E. Bell at HUD requesting a written response to the City's request to administer the Housing Choice Voucher Program.
3	Neighborhood Pride Program	The Neighborhood Pride Program offers grants to low- and moderate-income homeowners to help create decent, safe, and sanitary housing conditions.	15 projects in the pipeline from bid to construction phase, with 10 new applications currently under review. 206 residents on the waiting list
4	First Time Homebuyers Program	PLHA funds in the amount of $1,337,441 is available for the First-Time Homebuyer Program.	Draft program guidelines have been reviewed by the City Attorney's Office, HCD, and staff. The guidelines are currently under review by the Community Development Director and Real Property Services Manager. Final review by the Housing Ad Hoc Committee is needed before final approval by City Council. Staff has received approval by HCD to request funding to be re-allocated for the FTHB Program.
5	Foreclosure Registration Program	Real Property Services manages the registration of properties currently in the foreclosure process.	As of August 2026, there are 55 registered foreclosure properties citywide: District 1, 20 properties; District 2, 14 properties; District 3, 10 properties; and District 4, 11 properties.
6	CDBG Subrecipient – Public Service Agencies	Administers CDBG-funded public service programs through eligible subrecipients, including agreements, compliance, reimbursements, monitoring, reporting, and future funding in accordance with HUD requirements.	CDBG Programs (Neighborhood Pride Program (NPP), Fair Housing – Housing Rights Center, Boys & Girls Club of Carson, Venice family Clinic, Office of Samoan Affairs, Program Administration) were manually entered in IDIS for 2026-2027 fiscal year.
7	H.R. 6644	21st Century ROAD to Housing Act - federal housing law intended to increase the nation's housing supply, reduce barriers to development, modernize HUD programs, and expand financing options for affordable housing	Staff is reviewing the potential impacts of this legislation on the City of Carson. The bill may affect housing production, Community Development Block Grant (CDBG) programs, HUD programs, and affordable housing financing.
Carson Entities Administration (Successor Agency, Housing Authority, EIFD Public Financing Authority)			

#	Subject	Description	Status
1	Carson Enhanced Infrastructure Financing District (EIFD)	Formed tax increment entity in partnership with County to fund affordable housing, environmental remediation, and public infrastructure.	Annual Meeting was held on June 15. County is working with City on obtaining EIFD funds to pay for community engagement and pre-planning activities on Victoria Golf Course Site for $500k. An amendment to the Infrastructure Financing Plan is required. A meeting will be scheduled for fall for approval.
2	Carson Successor Agency	Administration functions of the former Carson Redevelopment Agency	The Department of Finance approved the 2026-2027 ROPS in April 2026. The next major Successor Agency administrative requirement is submission of the Prior Period Adjustment Expenditure Report to DOF by October 1.
3	Carson Housing Authority	Administration functions of the Housing Authority (and Housing Successor of former Carson Redevelopment Agency)	A housing authority annual report must be filed with HCD by October 1.

CITY OF CARSON
INFORMATION TECHNOLOGY & SECURITY
Capital Project Updates

August 2026

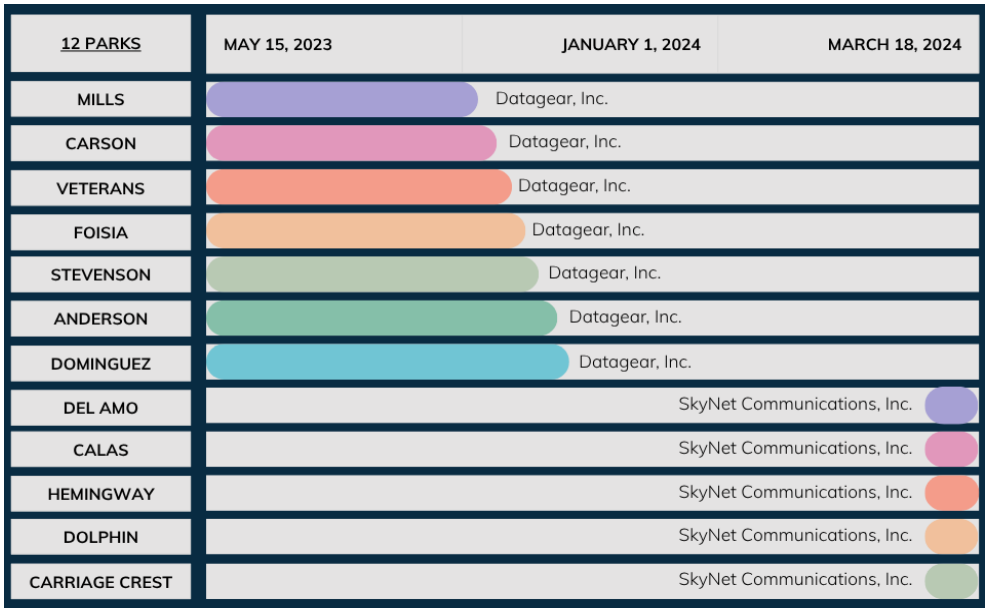
1. WIFI IN PARKS:

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.

Contract	1st Vendor: Datagear, Inc. 2nd Vendor: SkyNet Communications, Inc.
Term	3-year maintenance
Budget	$420,272 ($350,000 [ARPA] + 70,272)
Current Spend	$286,373.60 (68.14%)
Timeline	May 15, 2023 – March 18, 2024
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	March 18, 2024
Additional Information	• Datagear completed seven (7) parks (Mills, Carson, Veterans, Foisia, Stevenson, Anderson & Dominguez). Notice of termination issued to Datagear, on December 4, 2023. • Replacement vendor, SkyNet Communications completed the remaining five (5) parks in 5 days.

Park Completion Summary:

All 12 parks completed (100%)



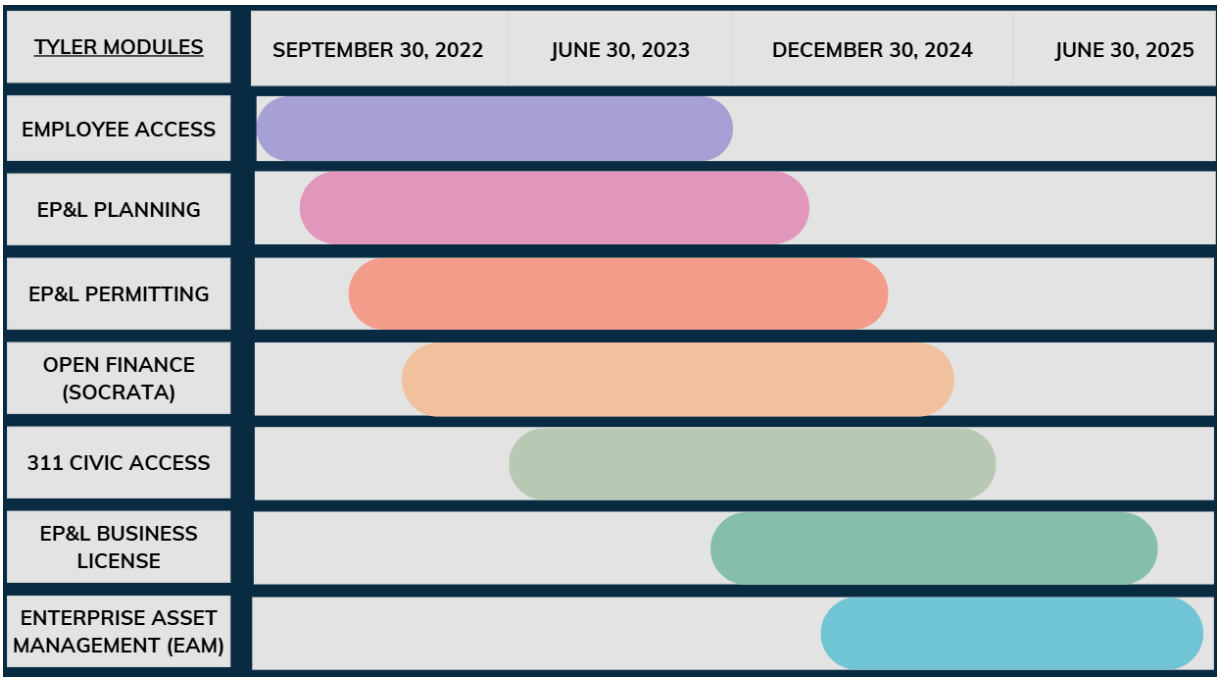
2. TYLER UPGRADE / ENERGOV IMPLEMENTATION:

Description: Upgrade Tyler Munis to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform Energov.

Contract	Tyler Munis/Integrated Technology Partners
Term	6 years
Budget	1.3M **[ARPA]**
Current Spend	$921,965 incurred to date
Timeline	September 30, 2022 - June 30, 2025
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	June 30, 2025
Additional Information	• Employee Access Module - Complete • EP&L Planning Module - Complete • EP&L Permitting Module - Complete • Open Finance (Socrata) Module - Complete • 311 Civic Access Module - Complete • EP&L Business License Module - Complete • Enterprise Asset Management (EAM) Module – Complete

Tyler Modules Completion Summary:

7 modules completed (100%)



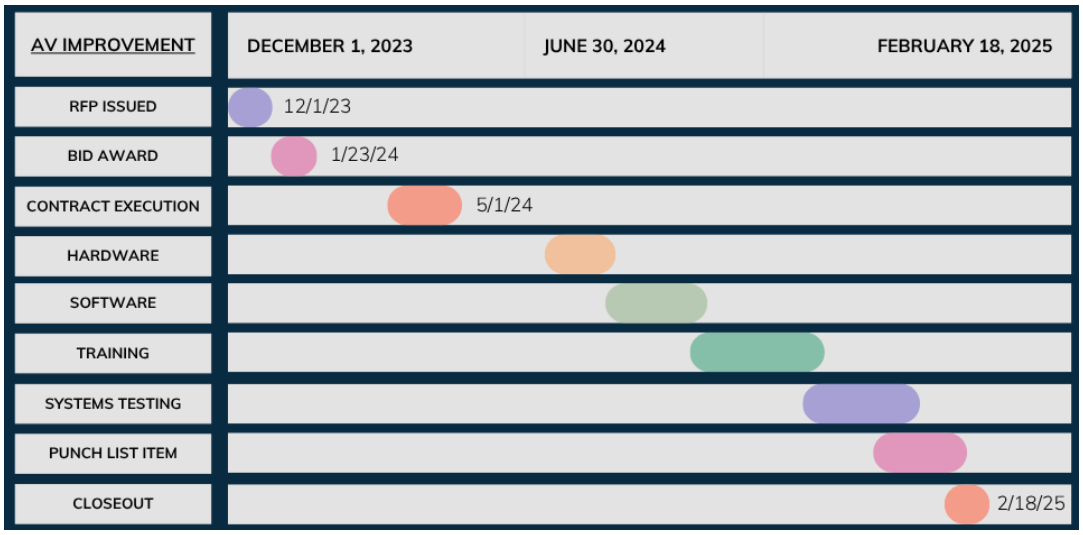
3. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.

Contract	Western AV
Term	5 years
Budget	550,000.00
Current Spend	$542,544.57
Timeline	December 1, 2023 - December 31, 2025
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	December 31, 2025
Additional Information	• RFP issued 12/1/23. • Notice of Intent to Award 1/23/24. • Contract Executed 5/1/24. • Audiovisual Hardware Installation Complete. • Agenda Management/AV Control Software Implementation Complete. • Agenda Management/AV Control Software Staff Training Complete. • Systems Testing and Punch List Item Complete. • Project Completed 2/18/25.

Audio/Video Improvement Completion Summary:

Project completed (100%)



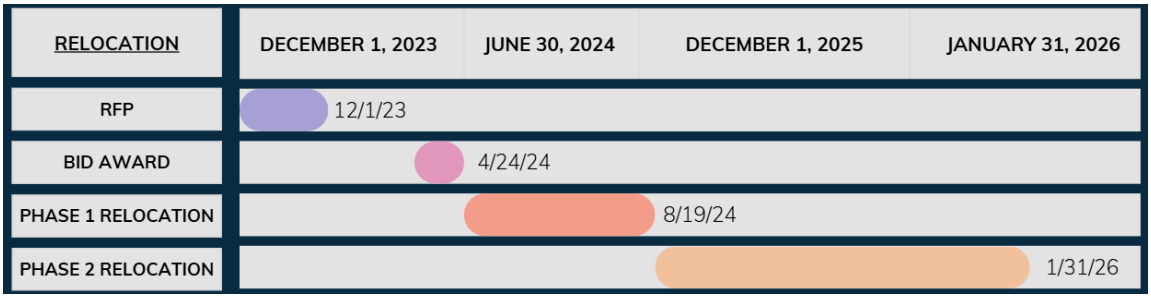
4. NETWORK SERVICES RELOCATION:

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.

Contract	Coloexchange.com a California Corporation
Term	5 years
Budget	$30,669.95
Current Spend	$21,569.95
Timeline	December 1, 2023 – January 31, 2026
Status	COMPLETED
Percentage of Completion	100%
Project Deadline	January 31, 2026
Additional Information	• RFP issued 12/1/23. • Sole bid rejected 1/23/24. • Data Center Colocation award to vendor 4/2/24. • Contract Executed. • Phase 1 Relocation completed 8/19/24. • Phase 2 Relocation completed 1/31/26.

Network Services Relocation Summary:

Project completed (100%)

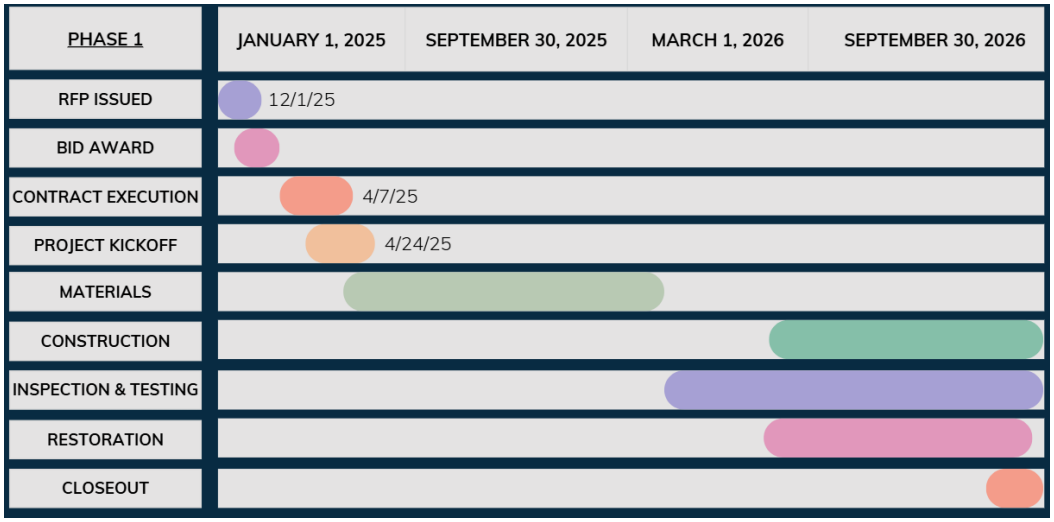


5. CITYWIDE MUNIICIPAL FIBER OPTIC NETWORK PHASE 1

Description: Launching Carson's first high-speed fiber optic network, bringing faster, more reliable connectivity to parks across Districts 1, 2, 3, and 4.

Contract	HP Communications, Inc.
Term	5 years
Budget	$27,000,000.00
Current Spend	$11,104,989.56
Timeline	January 1, 2025 – September 30, 2026
Status	ON SCHEDULE
Percentage of Completion	52%
Project Deadline	September 30, 2026
Additional Information	• Pre-Construction meeting completed on 12/1/25. • Council approval received for Interfund Loan 1/20/26. • Engineering permit received on 3/4/26. • Construction began on 3/11/26. • Construction & Restoration currently taking place at: Carson Street & Avalon Boulevard, University Drive & Avalon Boulevard, Carson Street & Avalon Boulevard, University Drive & Central Avenue.

Citywide Municipal Fiber Optic Network Phase 1 Summary:

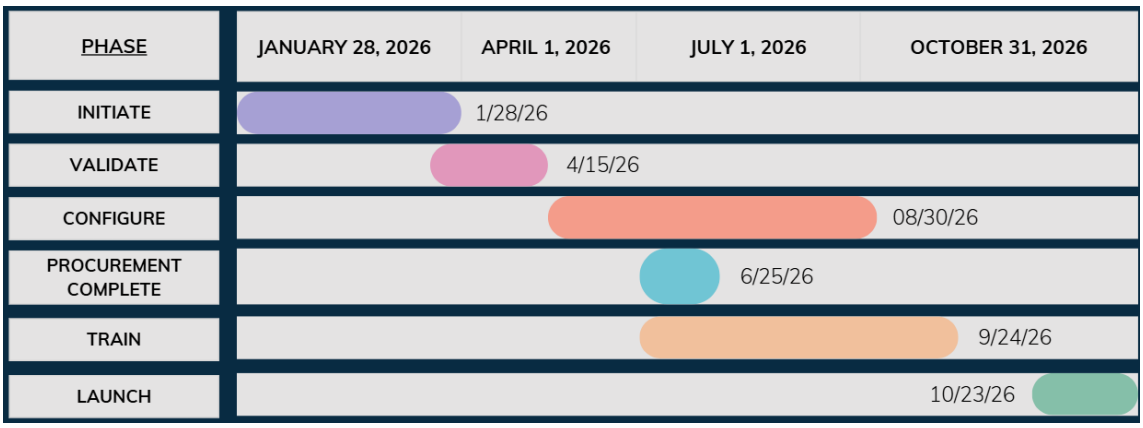


6. OPENGOV IMPLEMENTATION

Description: Implement OpenGov to streamline procurement and contract processes by centralizing workflows, improving transparency, and enhancing coordination and communication between City and bidders. This will reduce manual tasks and increase efficiency.

Contract	OpenGov
Term	5 years
Budget	$301,049.78
Current Spend	$95,911.01
Timeline	December 1, 2025 – November 30, 2026
Status	ON SCHEDULE
Percentage of Completion	55%
Project Deadline	November 30, 2026
Additional Information	• Kickoff meeting completed on 2/26/26. • System Administrator Training completed on 3/19/26. • Solicitation module completed on 6/25/2026.

OpenGov Implementation Summary:

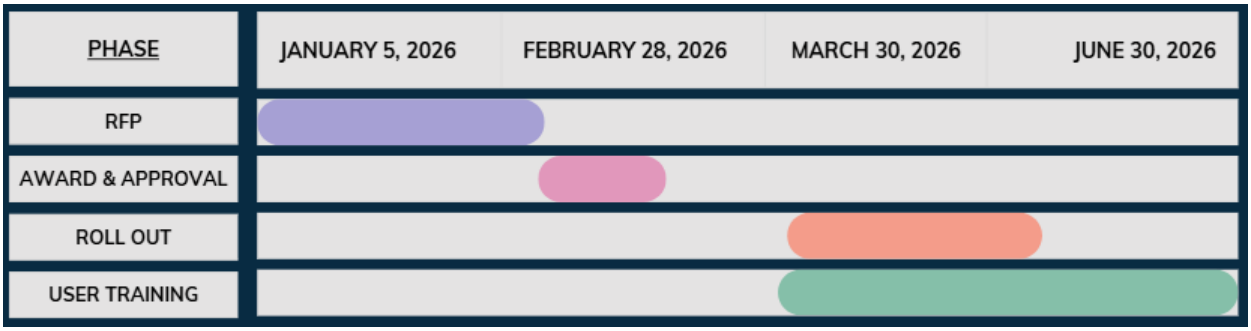


7. MULTIFUNCTIONAL DEVICES IMPLEMENTATION

Description: Replacement of the City's aging fleet of multifunction devices with modern, shared units across workgroups, enabling efficient printing, scanning, faxing, and copying through centralized machines.

Contract	Ricoh USA
Budget	$307,108.20
Current Spend	$4,527.03
Timeline	January 5, 2026 – June 4, 2026
Status	ON SCHEDULE
Percentage of Completion	99%
Project Deadline	June 4, 2026
Additional Information	• Council approval received on 2/17/26 for Ricoh USA. • Purchase order received on 3/11/26. • Deployment of 13 printers completed on 5/28/26. • User trainings completed on 3/24/26, 4/2/26, 4/8/26, 4/9/26. 5/20, & 5/27.

Multifunctional Devices Implementation Summary:



Public Safety Emergency Management Updates

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	We have successfully implemented video surveillance and access control systems at multiple parks and continue expanding these efforts to strengthen security coverage citywide. The current phase includes the installation of additional cameras and access control enhancements at several City facilities as part of Amendment 6. These upgrades are being fully integrated into the City's existing security infrastructure to improve real-time visibility, situational awareness, and operational coordination. The Mini Parks was approved by council and is currently underway, with installation activities to soon begin at multiple locations. Our team continues to work closely with ITS to ensure the system operates efficiently and reliably, including network connectivity and system performance. We are also coordinating with Public Works to address power, and infrastructure needs necessary to support these installations. These ongoing collaborative improvements reinforce the City's commitment to enhancing public safety through modern, integrated security technology while providing a safe and welcoming environment for residents, visitors, and City staff.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	City staff is continuously working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Citywide Intrusion Project**
Service Provider	Johnson Controls
Summary	City Council has approved the Citywide Intrusion Project, which will modernize security systems across all parks and City facilities. These upgrades will replace current equipment with more updated, reliable technology, helping us better protect our spaces and enhance safety for the community.
Update	The project continues to move forward, with City Hall now completed and the Community Center identified as the next location for installation**.** Site walks are also continuing at additional City facilities to confirm installation locations and address any site-specific needs before work begins. At the same time, staff are working with departments to finalize access levels and ensure the appropriate permissions are in place. This coordination will support a smooth rollout as the project moves from one facility to the next.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives are proactive programs that promote community safety, preparedness, and resilience through public education, outreach, and collaborative events. These efforts strengthen relationships between public safety personnel and residents, build trust, and empower community members to contribute to a safer and more informed community. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders.
Update	During the month of August, the Public Safety and Emergency Management team continued to focus on day-to-day public safety operations, ongoing projects, and community preparedness efforts throughout the City. Staff maintained parking and vendor enforcement activities, supported community events, and continued coordinating with City departments and outside partners on various public safety initiatives. Staff also continued moving forward with several ongoing security and emergency preparedness projects, including upgrades to City facility security systems, coordination for the upcoming EOC Academy which will be hosted by PSEM, and other efforts aimed at strengthening internal readiness and operations.

	While August was a quieter month for major activations and events, PSEM remained focused on maintaining essential services, advancing ongoing projects, and preparing for upcoming programs and initiatives. <u>Upcoming Public Safety & Emergency Management Events</u> • **August 25:** Coffee with a Cop | 4:00 p.m. – 5:30 p.m. | Starbucks on Bonita • **August 27:** American Red Cross Blood Drive | 10:00 a.m. – 3:00 p.m. | Carson Event Center – Hall A

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	Through the strategic deployment of Automated License Plate Reader (ALPR) trailers and mobile message boards, the City is proactively addressing ongoing concerns such as illegal dumping, truck-related violations, and other enforcement issues. These trailers provide the City with a flexible resource that can be strategically relocated based on emerging enforcement needs and community concerns. In addition to enforcement operations, PSEM is also utilizing the trailers during City events and community activities. The ALPR technology provides an additional layer of public safety and situational awareness, while the integrated message boards allow the City to communicate important information, parking instructions, traffic advisories, and event-related messaging directly to attendees. This approach allows the City to maximize the use of its existing technology and equipment while supporting both proactive enforcement efforts and public safety operations at City-sponsored events and throughout the community.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	New radios and accessories were ordered to support communication needs across multiple City departments. Public Safety and Emergency Management continues to coordinate radio programming, maintenance, and equipment requests to ensure staff have reliable and up-to-date communication tools. Staff are also continuing coordination with the vendor on mobile radio installations for Public Works fleet vehicles. These efforts support reliable day-to-day communications and strengthen interoperability during emergency operations and large-scale events.

CITY OF CARSON

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, September 1, 2026, 5:00 PM

DISCUSSION 24.

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 2026-2027.

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: Chris Palmer, Economic Development Manager x1365 and LaToya Butler, Innovation & Business Liason x1320
Support Staff: Sandy Solis, Division Secretary x1325

Commissioner		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Vacant (LDH)			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
Ross, Kevin (LDH)	Alt. 3	06-03-26	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 Expires
Morgan, Daniel (JH)		06-16-26	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 Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Fuentes, Sonia (JD)		12-02-25	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Ahaiwe-Simpson, Stacy (LDH)	Alt. 3	02-17-26	11-30-26
Thompson, Audra (LDH)	Disability Advocate	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 Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by: Ordinance No. 13 (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 Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*
Established by: Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership: 9 members; 3 alternates
Qualification: Shall 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 Expires
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
Vacant (LDH)	Public Relations Specialist		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 Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[8] Public Works Commission*
Established by: Ordinance No. 99-1181 §2 (CMC §2798.6)
Membership: 9 members; 3 alternates

Qualification: Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff: Taelour James, Division Secretary x1801

Commissioner		Appointed	Term Expires
Fields, Brandon (AR)		02-03-26	11-30-26
Calhoun, James (JD)		01-20-26	11-30-26
Fe'esago, Uli (LDH)		01-20-26	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		01-20-26	11-30-26
Hollaway, John (LDH)		04-07-26	11-30-26
Nelms, Cedric (CH) *Pending Oath		06-03-26	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Thames, Ta-Taneisha (JH)		07-07-26	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Mmeje, Uzoma (LDH)	Alt. 2	07-07-26	11-30-26
Wilson, Daniel (LDH)	Alt. 3	01-20-26	11-30-26

[9] Senior Citizens Advisory Commission*
Established by: Ordinance No. 97-1119, §1 (CMC §2799.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 50 years of age at the time of appointment.

Meetings: 2nd Monday, 4:00 p.m. (Community Center, Carson/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 Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*
Established by: Ordinance No. 99-1154, §1 (CMC §27102.6)
Membership: 11 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 3rd Monday, 6:00 p.m. (Veterans Sports Complex - Activity Room)

Staff Liaison: Kisheen Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

Commissioner		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*
Established by: Ordinance No. 02-1246, §1 (CMC §27106.6)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment
Meetings: 4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison: Keichun Graves, Council Aide x1799
Support Staff:

Commissioner		Appointed	Term Expires
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
Vacant (CH)			11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Jones-Phillips, Jennifer (LDH)	Alt. 1	06-03-26	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Giles Washington, Christyna (LDH)	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 Expires
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
Zulueta, Nathaniel (LDH)		06-03-26	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 Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board

Established by: Ordinance No. 79-485U, §4702; §607 of the 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 Expires
Richardson, Sheila (JH)	At-large	06-16-26	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
Nelson, Drake (LDH)**	Resident Homeowner	07-07-26	11-30-26
Vacant (CH)	Resident Homeowner		11-30-26
Davis, William (LDH)	Resident Homeowner Alt. 1	04-04-23	11-30-26
Vacant (LDH)	Resident Homeowner Alt. 2		11-30-26

[15] Relocation Appeals Board
Established by: Ordinance No. 74-313 (CMC §21004)
Membership: 9 members; 3 alternates
Qualification: Resident of the City of Carson
Meetings: Only when necessary
Staff Liaison: Sandy Solis, Economic Development Liaison x1325
Support Staff:

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
Morrison, Christopher (JH)		09-16-25	11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee
Established by: Minute Action 10-03-17; Amended by Resolution No. 19-029;
Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Planning Manager x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by: Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA

Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	01-20-26	01-20-31
Vice Chair Cedric Hicks	01-20-26	01-20-31
Board Member Ray Aldridge, Jr.	01-20-26	01-20-31
Board Member Lillian Hopson	01-20-26	01-20-31
Board Member Dianne Thomas	01-20-26	01-20-31

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks
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 Expires
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 Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[51] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[52] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[53] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alternate	01-26-21